



**AGREEMENT ON THE TRANSFER OF OWNERSHIP
THROUGH DONATION OF UNHCR ASSETS**

BETWEEN: PROVINCIAL DISASTER MANAGEMENT AUTHORITY SINDH-PAKISTAN

(Hereinafter referred to as "the Recipient")

AND: THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

(Hereinafter referred to as "UNHCR")

(Both hereinafter referred to as "the Parties")

EFFECTIVE DATE: 2023-04-04 Partnership Agreement Number:
BUDGET YEAR: 2022 Programme\Goal: Cost Center:33061
Implementer: 9033061 UNHCR ISLAMABAD, PAKISTAN

PREAMBLE

THIS AGREEMENT defines the procedures for the donation at the end of a project, or whenever applicable, and for the use thereafter, of assets, defined as any item of property or equipment purchased by UNHCR, as per the attached list of assets;

GIVEN that the Recipient has a humanitarian, non-profit purpose consistent with the objectives and mandate of UNHCR and the Recipient's pursuit thereof would be enhanced by the donation of the stipulated assets;

AND GIVEN that UNHCR, after examination of the criteria for the redeployment of the equipment to other UNHCR Projects, has decided to donate the assets specified in the attached list to this Agreement, to the Recipient;

IT IS HEREBY AGREED by the Parties:

Article I. DONATION OF PROPERTY

1. Subject to Section 2 of this Article, UNHCR shall donate to the Recipient its entire right and interest in and to all property (hereinafter referred to as: Assets) specified in the list attached to this Agreement.

2. The Recipient shall use the assets for solely humanitarian endeavors and any subsequent disposal of assets, whether by sale or donation, shall be for the exclusive benefit of comparable humanitarian interests in the country. In the event of any breach of this provision, the Recipient may be liable to UNHCR for compensatory damages equivalent to the value of assets on the effective date of this Agreement.

Article II. CESSATION OF RIGHTS AND RESPONSIBILITIES

1. Upon the effective date of this Agreement, all UNHCR's rights in, and responsibility for, the assets shall cease.
2. UNHCR shall revoke any license or registration record in which UNHCR is the registered owner or operator.
3. UNHCR shall cancel any insurance still in force at the time of the donation to the Recipient, unless, under terms agreed with the Recipient and the insurer, such insurance shall remain in force until its expiry.

Article III. SERVICEABILITY

UNHCR shall donate the assets on an "as is, where is" basis and makes no representations or warranties for the fitness or title thereof. If repair or servicing of the assets is required before they can be put fully into use, the Recipient will bear the costs of such repair or servicing.

Article IV. ANCILLARY ITEMS

UNHCR shall make the donation to the Recipient, prior to, or at the same time as the physical hand-over of the assets themselves, stocks of spare parts accessories, ancillary equipment or special fuel, if any, for the operation or use of the assets, as specified in the attached list.

Article V. RECURRENT COSTS

The Recipient undertakes to meet all future recurrent staff, operating and servicing costs, as well as any immediate costs of recommissioning or relocation of the asset(s) and future recurrent staff, operating and servicing costs.

Article VI. UNHCR IDENTIFICATION MARKS

The Recipient agrees to retain only UNHCR identification logos, i.e., "Donated by UNHCR" after the donation. All other identification logos shall be removed.

Article VII. GENERAL PROVISIONS


1. UNHCR shall not be liable for any costs, direct or indirect, or for any levies, duties or taxes that may arise from, or in connection with, the donation of property.
2. UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Agreement.
3. Nothing in this Agreement shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

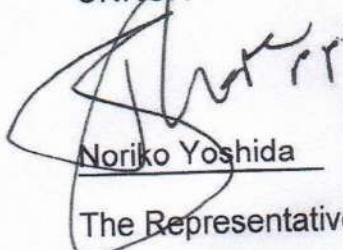
4. Any dispute, controversy or claim arising out of or in relation to, this Agreement, or any breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. Any award rendered pursuant to this Article shall be accepted as a final adjudication by the Parties to which they hereby agree to be bound.

Article VIII. VALIDITY

This Agreement shall become effective from the date indicated on the first page.

SIGNED IN 1 ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

Signature: 
Name: Syed Salman Shah
Title: Director General PDMA
Date: 22nd June, 2023
Place: Karachi, Pakistan

UNHCR

Noriko Yoshida
The Representative
Islamabad, Pakistan