

AGREEMENT
BETWEEN THE GOVERNMENT OF THE MACAO SPECIAL ADMINISTRATIVE REGION
OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE ESCAP/WMO TYPHOON COMMITTEE
REGARDING
ADMINISTRATIVE, FINANCIAL AND RELATED ARRANGEMENTS
FOR THE TYPHOON COMMITTEE SECRETARIAT

WHEREAS in view of the decision of the ESCAP/WMO Typhoon Committee (herein after "the Committee") to accept the generous offer of the Government of Macao Special Administrative Region of China (hereinafter "the Government") to host the Typhoon Committee Secretariat (hereinafter "TCS") in the Macao Special Administrative Region (hereinafter "MSAR");

WHEREAS the Government has offered to provide office premises for the Secretariat (hereinafter "Premises"), and to make a voluntary contribution in cash to be used by the Secretariat in meeting the cost of the operation and maintenance of the Premises (hereinafter "the Contribution"), and the Committee has accepted the Government offer;

WHEREAS on 7 December 2006, the Committee and the Government of the People's Republic of China concluded an Agreement concerning the TCS (hereinafter "Host Country Agreement");

WHEREAS the Committee and the Government (hereinafter "the Parties") wish to establish the necessary conditions to dignify the functions of the TCS in MSAR, as executive body of an intergovernmental organization created under the auspices of the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), the regional development arm of the United Nations for the Asia-Pacific region, and the World Meteorological Organization (WMO), specialized agency of the United Nations, and

WHEREAS the second Agreement between the Parties regarding the Administrative, Financial and Related Arrangements for the Typhoon Committee Secretariat which was signed on January 17, 2011 needed to be reviewed at the end of four-year period from the date of signature by both parties.

NOW THEREFORE, the Committee and the Government hereby agree as follows:



Article 1

- 1- The Government shall continue to provide premise and parking space necessary for the work of the Secretariat, free of rent, taxes, encumbrances and other charges, for as long as the Secretariat shall remain established in MSAR or until such time as the Host Country Agreement is terminated under Article XV thereof.
- 2- The Secretariat shall continue to be located at Avenida de 5 Outubro at Coloane Island, Macao.

Article 2

- 1- The Government shall notify the Typhoon Committee in advance should it become necessary for duly authorized representatives of the Government to inspect, repair, maintain, or reconstruct the Premises or a portion thereof. The Typhoon Committee shall make suitable arrangements to enable such authorized representatives to enter the Premises, under conditions which shall not unreasonably disturb the carrying out of the functions of the Secretariat.
- 2- The Government shall make every effort to ensure that activities in the vicinity of the Premises shall not adversely affect their use by the Typhoon Committee Secretariat.

Article 3

- 1- The Government shall be responsible for, and shall cover the costs and expenses of, major modifications and repairs to the Premises, including structural repairs and replacements to the building, installations, fixtures and equipment. Without derogation from the obligation of the Government for major modifications and repairs, the Typhoon Committee shall be responsible for the regular maintenance and minor repairs of the interior of the Premises, the cost of which shall be charged to the Contribution.



- 2- Notwithstanding anything to the contrary provided herein, the Typhoon Committee shall have no financial responsibility and shall not be obliged to make any repairs or replacements made necessary as a result of damage to the Premises caused by civil disturbance, riot, vandalism, aircraft and other aerial devices, war, floods, earthquakes or force majeure. In case of fire, the financial responsibility of the Typhoon Committee shall be limited to its obligations under Article 4 of this Agreement.

Article 4

- 1- The Typhoon Committee shall ensure that the Premises are insured for a reasonable amount, consistent with general practice in MSAR, against damage. The insurance policy shall name the Government as additional insured. The Typhoon Committee's obligation to the Government in case of such damage is limited to taking out and maintaining insurance as provided in this paragraph. The Typhoon Committee shall not be responsible for restoration or reconstruction of the Premises in case of any damage or destruction of the Premises resulting from such risks or causes.
- 2- The Typhoon Committee shall be responsible for insuring or self-insuring its own property, fixtures and fittings, and that of its officials, employees, agents, servants, invitees or sub-contractors in the Premises, and may secure and maintain public liability insurance for personal injury or death, and loss of or damage to property, occurring on the Premises, which is attributable to the occupation and use of the Premises by the Typhoon Committee.

Article 5

- 1- Should the Premises or any part thereof be damaged by fire or any other cause, the Government shall, in case of partial damage of the Premises, restore such damaged Premises. In the event that, in the sole discretion of the Typhoon Committee, the Premises are totally destroyed or otherwise rendered unfit for further occupancy or use, the Government shall provide the Typhoon Committee, without undue delay, with other suitable and comparable premises acceptable to the Typhoon Committee, under terms and conditions similar to those under which the Premises are provided under this Agreement, and shall cover all costs directly and indirectly related to the move of the Secretariat to such new premises.

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- 2- Except as provided in paragraph 1 of this Article, should the Premises no longer be available, or in case of any foreclosure, condemnation or other lawful taking, or if the Government offers new Premises, the Government shall provide the Typhoon Committee, without undue delay, with such other suitable and comparable premises acceptable to the Typhoon Committee, under terms and conditions similar to those under which the Premises are provided hereunder, and shall cover all costs directly and indirectly related to the move of the Secretariat to such new premises. The Secretariat shall remain in the Premises until such time that the new premises are available for occupancy.
- 3- The Government warrants that the work programmes and activities of the Secretariat shall not be adversely affected by a move required by the events specified in paragraphs 1 and 2 of this article.

Article 6

In the event that the Secretariat vacates the Premises, the Typhoon Committee shall surrender to the Government the Premises in as good a condition as when taken, reasonable wear and tear, damage by the elements and events of force majeure excepted, it being understood that the Typhoon Committee shall not be required to restore the Premises to the shape and state existent prior to any alterations or changes that may have been executed by the Typhoon Committee or the Government in accordance with this Agreement.

Article 7

- 1- The Government shall take all necessary measures impose no impediment to ensure that the entry into and exit transit to or from Macao the working site of the following persons traveling for the purpose of official business of the Typhoon Committee are facilitated without undue delay:
 - (a) Representatives of Governments of the Typhoon Committee Members, UNESCAP and WMO participating in the work of the Typhoon Committee;



- (b) Officials of the Typhoon Committee, their families and other members of their households;
 - (c) Persons, other than officials of Typhoon Committee, performing missions for the Typhoon Committee, in relation with the Typhoon Committee, and their families;
 - (d) Representatives of the media or other information agencies, who have been accredited by the Typhoon Committee after consultation with the Government.
- 2- Visas which may be necessary for persons referred to in this Article shall be granted as speedily as possible and without charge.

Article 8

- 1- The Government shall provide, to the Secretary of the Typhoon Committee from outside the Macao SAR, residential accommodation with furniture and medical benefits laid down in the general practice of the Government. The Secretary shall pay the accommodation rent according to the relevant provisions for the public administration staff of the Macao SAR.
- 2- The Government shall provide, to the professional staff from outside the Macao SAR, medical benefits laid down in the general practice of the Government and provide them with housing benefits according to the relevant provisions for the public administration staff of the Macao SAR.

Article 9

- 1- The Government shall, place at the disposal of Typhoon Committee Secretariat, yearly, its Contribution, as an Endowment Fund, not exceeding the sum of US\$400 thousand (US Dollars four hundred thousand only), with upward adjustment against the annual inflation. This contribution shall serve as a strictly reserved contribution, to help cover partly the cost of staff and the daily operations, as indicated in the Annex to this agreement, of the Secretariat.



- 2- The Government shall pay to no more than three professional staff. The recruitment shall be made by TCS among the TC Members, with salary level as a senior technician, of the Macao SAR government, according to the concerned laws and regulations of the Macao SAR.
- 3- The Government shall deposit the funds yearly and at the beginning of a civil year.
- 4- The Contributions shall be paid to and held in a special account in a bank in MSAR.
- 5- The Government shall deposit the funds in bank account as per the following details:
Account Name: ESCAP/WMO Typhoon Committee Secretariat
Bank Name: Banco Nacional Ultramarino S.A.
Account No.: 9005600458
Bank Address: Avenida Almeida Ribeiro No.22, P.O.Box 465 – Macau
Bank SWIFT Code: BNULMOMX
- 6- Any interest accrued will be credited to the Contribution and used in accordance with this Agreement.

Article 10

The Typhoon Committee Secretariat will be responsible for the management of this fund and accountable to the Government and Typhoon Committee.

Article 11

All financial accounts and statements related to the Endowment fund shall be express in United States Dollars.



Article 12

- 1- The Endowment Fund shall be used with the following costs related to the Secretariat that are listed in the Annex hereof, and such others costs as may be agreed in writing by the Parties. On an annual basis, in consideration of the available resources, the Parties will revise the Annex to this Agreement.
- 2- The Typhoon Committee shall be responsible for meeting, from sources other than the Endowment fund, the costs of the operation of the Secretariat that do not fall under paragraph 1 of this Article.
- 3- The Government shall be consulted in advance before any part of the Contribution is expended on items not listed in the Annex to this Agreement.
- 4- On termination of this agreement under Article 17 or on expiration of the Agreement, the remaining part of the Contribution will continue to be held by Typhoon Committee until all expenditures incurred by Typhoon Committee have been satisfied from such funds. Thereafter, any remaining balance of the Contribution and the accrued interest, if any, shall be returned to the Government, along with the final financial statement referred to in Article 14.

Article 13

- 1- Ownership of equipment, supplies and other property financed from this Endowment fund shall vest in the Typhoon Committee.
- 2- Any movable and immovable property and facilities whatsoever which are provided by the Government for the sole purpose of use by the Secretariat shall remain the property of the Government.



Article 14

- 1- The Endowment fund shall be subject exclusively to the internal and external auditing procedures laid down in the general practice of the Government.
- 2- The Typhoon Committee shall provide the Government with the following statements and reports on the use of the Contribution, prepared in accordance with the Government general practice on accounting and reporting procedures:
 - (a) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year;
 - (b) A final report and a final statement within six months after the date of expiration or termination of this Agreement.

Article 15

- 1- This Agreement may be amended by mutual consent at any time at the request of either Party. Any such amendment shall be in writing and signed by both Parties.
- 2- The Government reserves the right to suspend payments or claim repayment in full or in part, including the interest accrued to the Contribution, if the funds are found to be misused or not satisfactory accounted for by the Government internal or external auditors. In that connection, reimbursement will be made by Typhoon Committee to the Government in accordance with the audit recommendation as well as the Government general practice.

Article 16

The Typhoon Committee and the Government should seek to settle any differences in the interpretation or application of this Agreement amicably and by consensus. Any dispute between the Typhoon Committee and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with Article XIV of the Host Country Agreement.



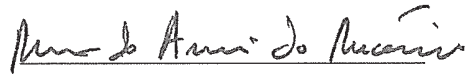
Article 17

- 1- This Agreement shall enter into force on the date of its signature by both Parties.
- 2- This Agreement shall be reviewed at the end of the four-year period from the date of its signature by both Parties with the possibility of further extension. Notwithstanding the foregoing, this Agreement shall terminate if the Host Country Agreement is terminated pursuant to Article XV thereof.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English and Chinese languages in two original copies.

For the Government of the
Macao Special Administrative Region
Of the People's Republic of China

For the Typhoon Committee



Raimundo Arrais do Rosário
Secretary for Transport and Public Works

Date: 30/3/2015



Alui Bahari
Chairman
Typhoon Committee

Date: 3/04/2015

ANNEX

Item Description

Personnel

Secretary

Support staff

Equipment

Furniture

IT Equipment

Office Equipment

Office Supplies

Office Operations

Office Security & Safety Costs

Office Cleaning and Maintenance

Communications (Telephone, Fax, Postage, Internet/E-mail Costs, Dissemination Costs)

Utilities & Miscellaneous

Publications

Information and Resource Materials (not to include publications on specific projects)