

An overview of the role of technology in the treaty-making practice of UNIDO

Introduction

1. The Constitution of the United Nations Industrial Development Organization (UNIDO) was adopted at Vienna on 8 April 1979 and entered into force on 21 June 1985. The Constitution of UNIDO, which provides for the conclusion of a headquarters agreement with the Host Government and of agreements between the Organization and the United Nations and other organizations, has always been interpreted as conferring general treaty-making authority on UNIDO as one of the specialized agencies of the United Nations. Over the years, UNIDO has developed a substantial body of treaty-making practice in support of its mandate to further inclusive and sustainable industrial development.

Outline of UNIDO's treaty-making practice

2. The first session of the General Conference of UNIDO adopted *Guidelines* regarding relationship agreements with organizations of the United Nations system other than the United Nations, and with other intergovernmental and governmental organizations, and regarding appropriate relations with non-governmental and other organizations (GC. 1/Dec.41, adopted on 12 December 1985). The *Guidelines*, which remain in force, stipulate that the Director General shall present the draft texts of agreements with organizations of the United Nations system other than the United Nations to the Industrial Development Board for its approval. The *Guidelines* further stipulate that, upon approval by the Board, the Director General shall conclude appropriate relationship agreements with other intergovernmental and governmental organizations not in the United Nations system, taking fully into account the provisions of the *Guidelines*.

3. The first session of the General Conference also authorized the Director General, with the view to facilitating the delivery by UNIDO of technical assistance, to propose and conclude on behalf of UNIDO appropriate basic cooperation agreements between Governments and UNIDO (GC.1/Dec.40, adopted on 12 December 1985).

4. The international agreements of UNIDO – that is, the legally binding instruments concluded by UNIDO with other subjects of international law – include the Organization's relationship agreements with other specialized agencies and international organizations, as well as its basic cooperation agreements with Governments. Other international agreements concluded by the Secretariat on behalf of UNIDO include country and regional office agreements, agreements with Governments hosting investment and technology promotion offices, and certain funding agreements with donor Governments and organizations. The *UNIDO Annual Report* provides a complete list of all agreements concluded during a given year.

5. As the chief administrative officer of the Organization, the Director General of UNIDO has issued comprehensive directives regarding the conclusion of international agreements by or on behalf of UNIDO. The procedures, first promulgated in 1985, have been periodically amended, with revised procedures promulgated in 2006 and 2024. The latest procedures, contained in the Director General's bulletin DGB/2024/08 dated 24 October 2024 (*Secretariat Procedures with regard to International Agreements and other Arrangements*), are the result of an extensive review of organizational requirements and practice. The Legal Adviser of UNIDO is responsible for ensuring overall compliance with the procedures within the Secretariat of UNIDO.

6. The *Secretariat Procedures* apply to treaties, international agreements and other arrangements concluded by or on behalf of UNIDO with states, governments and intergovernmental organizations. For the sake of convenience, the *Secretariat Procedures* also apply to agreements and other arrangements concluded by or on behalf of UNIDO with nongovernmental organizations, national organizations and other partners. One reason for the inclusion of both binding and non-binding instruments within the scope of the *Secretariat Procedures* is to ensure that the latter are also subject to appropriate review prior to signature.

7. The *Secretariat Procedures* regulate matters such as the form of UNIDO's international agreements and arrangements and their preliminary approval, negotiation, preparation, internal clearance, final approval, language, signature, amendment, safekeeping, publication, reporting, registration, and certification. The procedures also provide for the establishment of standard or model agreements and arrangements.

8. Authority to sign or conclude an international agreement on behalf of UNIDO is strictly regulated in the *Secretariat Procedures*. As a rule, important agreements such as basic cooperation agreements, country and regional office agreements, relationship agreements, and major funding agreements, are reserved for signature by the Director General. In the case of relationship agreements, the prior approval of the Industrial Development Board is required, in accordance with the provisions of article 19 of the Constitution of UNIDO and the *Guidelines* adopted by the General Conference. Since 2024, the *Secretariat Procedures* have conferred upon designated senior officials the authority to sign certain categories of agreements in instances where they are not signed by the Director General. Other officials may be authorized to sign an agreement on behalf of UNIDO by means of an instrument of full powers emanating from the Director General.

Contribution of digital technology

9. The evolution of UNIDO's treaty-making practice since its establishment as a specialized agency has coincided with the development and universal application of digital office technology. For several decades, the international agreements of UNIDO have been concluded with the assistance of such technology. The entire process of drafting, negotiation, internal clearance, conclusion and safekeeping of agreements now relies extensively on digital tools, systems and processes.

10. A notable exception to the digital trend in the treaty-making process at UNIDO has been the act of signature, the most common means by which UNIDO expresses its consent to be bound by an international agreement. Signature remains mainly by hand and, for more important agreements, at traditional signing ceremonies. However, UNIDO recently promulgated an administrative instruction

authorizing the use of electronic signatures for agreements with other United Nations entities and for funding agreements and amendments thereto.

11. Digital technology has also contributed to upholding the customary practice of issuing full powers at UNIDO. The convenience of issuing full powers in digital format has led to their adoption as the principal means by which the Director General authorizes officials of the Organization to enter into agreements and arrangements on behalf of UNIDO. The purpose of such full powers is less to satisfy a negotiating partner as to the authority of the official concerned. Instead, the full powers serve to certify, for internal purposes, that the official is acting within his or her delegated authority.

Vienna Convention of 1986

12. Consistent with UNIDO's obligations as a subject of international law, the *Secretariat Procedures* stipulate that all agreements of UNIDO must be drawn up, *inter alia*, in conformity with international law. Accordingly, the *Secretariat Procedures* implicitly establish that the international agreements to which UNIDO becomes a party must be drafted in accordance with the requirements of the law of treaties as codified in the Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations of 1986. UNIDO acceded to the Convention on 4 March 2002.

13. The review of UNIDO's treaty-making practice conducted prior to the promulgation of the latest version of the *Secretariat Procedures* produced no evidence of any inconsistency between the digitally supported treaty-making practice of UNIDO and the provisions of the Vienna Convention of 1986.

Conclusion

14. In conclusion, although the treaty-making practice of UNIDO is heavily reliant on digital technology, the role of such technology is essentially supportive and facilitative. From the perspective of UNIDO, the flexible rules of treaty-making reflected in the Vienna Convention of 1986 continue to be applicable and relevant in the digital era.



SECRETARIAT

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DIRECTOR GENERAL'S BULLETIN

Secretariat Procedures with regard to International Agreements and other Arrangements

I. Introduction

1. This bulletin regulates the procedures and formalities within the Secretariat with respect to international agreements and other arrangements to which UNIDO is or will become a party or signatory, including the negotiation, preparation, clearance, conclusion, amendment, safekeeping, registration, and certification of such agreements and arrangements.
2. This bulletin supersedes Director General's bulletin UNIDO/DGB(E).53/Rev.1 dated 20 November 2006. It introduces a number of editorial and formatting changes to enhance clarity, and updates the procedures in the light of recent organizational practice. In particular, section II revises the scope of the procedures to apply to all agreements and other arrangements to be concluded by UNIDO; new Annex I clarifies which agreements and arrangements are already approved in principle and hence do not require additional preliminary authorization by the Director General; and new Annex III clarifies which officials possess standing authority to sign particular agreements or arrangements on behalf of the Organization.
3. The Legal Advisor and Director, Office of Legal Affairs (ODG/LEG) is the owner of this bulletin and is responsible for ensuring compliance with the bulletin and for its timely revision. Questions or requests for clarification concerning the provisions of the bulletin should be directed to ODG/LEG.
4. The bulletin takes effect upon promulgation.

II. Scope

5. This bulletin applies to:
 - (a) treaties, international agreements and other arrangements concluded by or on behalf

- of UNIDO with states, governments and intergovernmental organizations; and
- (b) agreements and other arrangements concluded by or on behalf of UNIDO with non-governmental organizations, national organizations and other partners.

6. For the purposes of the present bulletin, the terms “international agreement” and “agreement” refer to all such agreements and arrangements. This bulletin does not govern contracts for the procurement of goods or services, grant agreements, publication agreements, personal data transfer and processing agreements, or contracts of employment.

III. Relationship with other guidelines and issuances

7. This bulletin is to be read in conjunction with:

- (a) Decision GC.1/Dec.40 on the standard basic cooperation agreement between Governments and UNIDO, dated 12 December 1985;
- (b) The Guidelines for the relationship of UNIDO with intergovernmental, governmental, non-governmental and other organizations;¹
- (c) The secretariat procedures for the establishment of relations between UNIDO and other organizations;²
- (d) The model agreements and related guidelines for projects financed from trust funds, special purpose contributions to the Industrial Development Fund, the general pool of the Industrial Development Fund or the regular budget,³ as supplemented by the guidelines for voluntary contributions;⁴ and
- (e) The Guidelines for the functioning of the Investment and Technology Promotion Offices;⁵
- (f) The model memorandum of agreement relating to the UNIDO Partner-Experts Programme;⁶
- (g) The Guidelines for the conclusion and administration of implementation arrangements with UNIDO Partner Organizations.⁷

IV. Form of international agreements and arrangements

8. An agreement to be concluded by UNIDO may take the form, *inter alia*, of a formal agreement, a memorandum of understanding, an exchange of notes or letters constituting an agreement, or a working arrangement.

9. Other arrangements may take the form of joint declarations, joint communiqués, or similar non-binding instruments, which do not contain legal commitments or financial obligations.

¹ Annexed to decision GC.1/Dec.41 dated 12 December 1985.

² UNIDO/DGB(E).55 dated 7 March 1986 (or the latest iteration thereof).

³ UNIDO/DGB(E).54 dated 15 May 1992 (or the latest iteration thereof).

⁴ UNIDO/DGB(E).74 dated 25 September 1997 (or the latest iteration thereof).

⁵ Annexed to decision GC.10/Dec.18 dated 5 December 2003.

⁶ AI/2017/1 dated 27 January 2017 (or the latest iteration thereof).

⁷ UNIDO/DGAI.20/Rev.1 dated 5 March 2013 (or the latest iteration thereof).

V. Preliminary authorization by the Director General

10. When it is in the interests of UNIDO to become a party to an agreement, the responsible organizational entity should, as a first step, address a memorandum to the Director General requesting approval in principle of the agreement. Where applicable, the memorandum requesting approval in principle may be sent to the Managing Director to whom authority to sign a particular category of agreements has been delegated.

11. Agreements, which are already authorized and in respect of which no such request for approval in principle is required, are listed in Annex I to this bulletin.

12. The memorandum requesting approval in principle of an agreement should not enclose the draft text of any agreement or arrangement and should only set out:

- (a) the main purpose and benefits of the agreement,
- (b) its financial implications,
- (c) the main responsibilities of the parties, and
- (d) the organizational entity responsible for its negotiation and implementation.

13. In the case of a proposed agreement with another organization, the memorandum should also contain the name, mandate, legal status and principal activities of the organization, its source of financing, the name of its executive head, and where applicable, the session at which the Industrial Development Board will be requested to authorize the conclusion of the agreement.⁸ In the case of a proposed agreement with a commercial entity, the memorandum should include the full name of the entity, its legal status and place of incorporation, and the results of any due diligence process in respect of the entity.

VI. Negotiation and preparation

14. No commitment may be made on behalf of UNIDO to sign or otherwise become a party to an agreement, and no signing ceremony arranged, before:

- (a) the negotiations have been completed to the satisfaction of UNIDO,
- (b) the necessary internal clearances and approvals have been obtained pursuant to this bulletin, and
- (c) in the case of a relationship agreement with an intergovernmental organization, the Industrial Development Board has approved the draft text of the agreement or authorized its conclusion.

15. The negotiation of agreements to which UNIDO is to become a party is normally coordinated and conducted by the initiating organizational entity, which is also responsible for obtaining the clearances required under this bulletin. Relationship agreements with other

⁸ Pursuant to article 19(1) of the Constitution of UNIDO, relationship agreements with other organizations of the United Nations system and with other intergovernmental and governmental organizations require the approval of the Industrial Development Board.

intergovernmental organizations are coordinated by the Division of Policymaking Organs (GLO/PMO).⁹

16. All agreements of UNIDO must be drawn up in conformity with international law, the Constitution of UNIDO, applicable decisions of the policymaking organs, and relevant regulations, rules, policies and practices of the Organization. ODG/LEG assists with drafting, and provides advice on legal matters arising from the content of proposed agreements and on the formalities of conclusion, including final clauses, authority to sign and whether or not the draft agreement should be submitted to the Industrial Development Board for prior approval. Personnel are strongly encouraged to use the relevant model or standard agreements wherever possible as opposed to using the templates of counterparts.

17. When necessary, arrangements may be made for ODG/LEG to participate in the negotiation of important agreements.

VII. Internal clearances

18. International agreements to which UNIDO is to become a party require advance review and clearance by:

- (a) the Office of Legal Affairs (ODG/LEG),
- (b) the Division of Financial Resource Management (COR/FIN), and
- (c) any other directorate, division or office when the agreement touches upon issues for which that directorate, division or office is responsible.

19. Areas of cooperation, objectives, modalities of cooperation, and other aspects of a business nature should be reviewed and cleared by the relevant directorates in order to ensure conformity with the applicable programme and budgets document approved by the General Conference.

20. As soon as a negotiated text has been established, it should be transmitted electronically to ODG/LEG and COR/FIN,¹⁰ together with a copy of any preliminary authorization granted pursuant to section V above and a copy of any relevant project document. ODG/LEG and COR/FIN should be given reasonable time (usually 15 working days) to conduct their review.

VIII. Final approval

21. Once the necessary clearances have been obtained, the draft agreement should be proofread and edited in order to ensure that there are no errors in the text. The responsible organizational entity should then submit the draft agreement for final approval to the Director General or the Managing Director holding delegated authority to sign the agreement, at least one week before the intended date of signature, and if required, make arrangements in coordination with GLO/PMO to submit the agreement to the Industrial Development Board for approval.

⁹ See UNIDO/DGB/(E).55 dated 7 March 1986 (or the latest iteration thereof).

¹⁰ One email should be sent to both ODG/LEG and COR/FIN.

IX. Language

22. Agreements to which UNIDO is to become a party must be drafted in one of the working languages of the Secretariat (English and French).

23. Where an agreement is to be concluded in another language version as well, the responsible organizational entity should obtain an official translation from the UNOV translation services (or similar) to ensure the concordance of the texts. In the absence of a certification by the UNOV translation services, the agreement should provide that in case of any discrepancy, the English version shall prevail.

X. Conclusion

24. Unless other arrangements are made, the responsible organizational entity should prepare in the appropriate format the originals of agreements to which UNIDO is to become a party. Originals to be retained by UNIDO should be bound in a blue folder bearing the emblem of UNIDO, which are supplied by ODG/LEG. Originals to be retained by other parties may be bound either in a blue UNIDO folder or in another folder of their choice.

25. Agreements may be signed either at specially arranged signing ceremonies or via correspondence. Only the Director General or duly authorized officials of UNIDO are empowered to sign agreements on behalf of UNIDO. In exceptional cases, the Director General may authorize an official of another organization in the United Nations system to sign an agreement on behalf of UNIDO.

26. Basic cooperation agreements, country and regional office agreements, and relationship and cooperation agreements with intergovernmental organizations are normally signed by the Director General.

27. Officials who accompany the Director General at signing ceremonies or who sign agreements on behalf of UNIDO should ensure that the dates and places of signature and the names and functional titles of the signatories are properly reflected in originals to be retained by UNIDO.

28. In the event that an international agreement requires the deposit by UNIDO of an instrument of ratification, acceptance, approval or similar in order to enter into force for the Organization, the requisite instrument should be signed by the Director General. Instruments of ratification, acceptance or approval are prepared or cleared by ODG/LEG.

XI. Full powers

29. Officials are normally authorized to sign an agreement by means of an instrument of full powers emanating from the Director General. A model instrument of full powers is set out in Annex II.

30. Officials who have standing authority to sign particular agreements on behalf of UNIDO, subject to receipt of the necessary internal clearances, are listed in Annex III to this bulletin. Such officials do not require full powers unless requested to produce full powers.

XII. Extension or amendment

31. The extension or amendment of an agreement to which UNIDO is a party may be approved by the Director General or by an official with standing authority to sign the agreement on behalf of UNIDO.

32. In each case, the extension or amendment should be concluded in accordance with the terms of the agreement. If the agreement does not provide for extension or amendment, the extension or amendment should be concluded by written agreement between the parties. ODG/LEG must be consulted regarding the content and form of any extension or amendment.

XIII. Safekeeping

33. Following the conclusion of an agreement, the original retained by UNIDO must be sent without delay for safekeeping to ODG/LEG, which is the repository of the original texts of agreements to which UNIDO is a party. Agreements concerning the extension or amendment of existing agreements should also be sent to ODG/LEG. The originals of funding agreements are kept by the Division of Funding Partner Relations (GLO/FPR), with a copy transmitted to ODG/LEG.

34. All agreements sent to ODG/LEG for safekeeping are recorded in an electronic database maintained by ODG/LEG.

XIV. Publication, reporting and certification

35. Agreements to which UNIDO is a party are not confidential and may be circulated or published. All agreements sent to ODG/LEG for safekeeping are available in word-searchable format on the *Legal Resources* page on the Intranet.

36. ODG/LEG is responsible for preparing the list of agreements to which UNIDO becomes a party for the annual report of the Organization.

37. Requests for certified copies of agreements should be directed to ODG/LEG. The requisite certificate will be signed by or on behalf of the Legal Adviser.

XV. Registration

38. ODG/LEG is responsible for taking the necessary steps to effect the registration or filing

and recording with the Secretariat of the United Nations of agreements of UNIDO, as required by Article 102 of the Charter of the United Nations and the General Assembly's regulations to give effect to Article 102 of the Charter.¹¹

XVI. Model agreements

39. ODG/LEG assists in preparing standard forms of similar, recurring agreements. Available model and standard agreements are published on the *Legal Resources* page on the Intranet.

¹¹ See UNIDO/DGB/(E).57 dated 27 July 1988 (or the latest iteration thereof).

Annex I

International agreements already approved in principle

This annex contains a list of agreements which are already authorized and in respect of which no further request for approval in principle is required pursuant to section V of the present bulletin.

Revisions to this annex authorized by the Director General do not constitute amendments to the present bulletin.

- (a) Standard basic cooperation agreements;
- (b) Agreements implementing approved programmes or projects of UNIDO;
- (c) Agreements with UNIDO Partner Organizations;
- (d) Funding agreements;
- (e) Agreements for conferences, meetings, seminars and workshops convened away from Headquarters, provided the event has been otherwise approved;
- (f) Agreements regarding settlement of outstanding assessed contributions under a payment plan;
- (g) Agreements on the transfer, secondment or loan of staff;
- (h) Agreements relating to the recruitment of Junior Professional Officers;
- (i) Agreements with organizations of the United Nations system on the provision of operational or support services;
- (j) Agreements relating to the premises of existing UNIDO offices; and
- (k) Agreements amending or extending existing agreements in accordance with their terms.

Annex II

Model instrument of full powers to sign an agreement on behalf of UNIDO

FULL POWERS

I, [full name], Director General of the United Nations Industrial Development Organization,¹²

CONSIDERING that there is a need to conclude an agreement between the United Nations Industrial Development Organization and [name of state, government or organization] regarding [title or subject-matter of agreement], and

EXERCISING the powers vested in me as Director General of the United Nations Industrial Development Organization,

HEREBY APPOINT [full name],
..... [functional title], to conclude the said agreement and to sign it without reservation as to confirmation.

Done at Vienna, on [date]

.....

[signature and seal]

¹² Alternatively, the Officer-in-Charge of UNIDO, if appropriate.

Annex III

Officials with standing authority to sign international agreements

This annex contains a list of officials possessing standing authority to sign particular agreements on behalf of UNIDO, subject to the receipt of any necessary internal clearances in respect of each agreement. The Director General may sign any agreement should the circumstances so require.

Revisions to this annex authorized by the Director General do not constitute amendments to the present bulletin.

Officials	Agreements
The Director General	<ul style="list-style-type: none">- Basic cooperation agreements- Relationship agreements and working arrangements with intergovernmental organizations- Country and regional office agreements- Agreements establishing ITPOs- Funding agreements (over 1 million euros)- Agreements with the Government of the Republic of Austria as Host Government- Agreements with member states hosting sessions of the policymaking organs- Agreements with non-governmental, governmental and other organizations- Cooperation agreements with commercial entities- All other agreements and arrangements
Managing Directors ¹³	<ul style="list-style-type: none">- Working arrangements with intergovernmental organizations, if not signed by the Director General- Funding agreements (less than 1 million euros)- Agreements relating to the execution or implementation of programmes or projects of UNIDO- Agreements with UNIDO Partner Organizations, if not signed by the Director-General- Cooperation agreements with commercial entities, if not signed by the Director-General- Agreements with universities and institutions of higher learning, if not signed by the Director-General- Agreements relating to UNIDO meetings, seminars and workshops (other than sessions of the policymaking organs)

¹³ Unless otherwise indicated, the responsible Managing Director of the Directorate under which the respective partner or partners are being engaged or which is principally responsible for the drafting and implementation of the agreement in question.

	<ul style="list-style-type: none"> - Confidentiality and non-disclosure agreements with public- and private-sector partners - Agreements relating to the premises of country, regional and other offices (MD, COR) - Agreements with organizations of the United Nations system on the provision of operational or support services (MD, COR) - Agreements on the transfer, secondment or loan of staff (MD, COR) - Agreements relating to the recruitment of Junior Professional Officers and Partner Experts (MD, COR)
UNIDO Representatives, UNIDO Country Representatives, and Heads of ITPOs	<ul style="list-style-type: none"> - Agreements relating to the execution or implementation of approved programmes or projects, as directed by the responsible MD - Agreements relating to UNIDO meetings, seminars and workshops convened in the country or region concerned, as directed by the responsible MD - Agreements relating to the premises of the office, as directed by the MD, COR