

**Annex 3**  
**STANDARD LEASE AGREEMENT**

LEASE  
between

\_\_\_\_\_  
and  
THE UNITED NATIONS POPULATION FUND

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of one thousand nine hundred and \_\_\_\_\_ by and between whose address is \_\_\_\_\_ for himself/herself, his/her heirs, executors, administrators, successors and assignees, [hereinafter referred to as "the Lessor"], and the United Nations Children's Fund [hereinafter referred to as "the UNFPA"] acting by \_\_\_\_\_, its Representative in \_\_\_\_\_ [hereinafter referred to as "the country"], whose address is

. The Lessor and the UNFPA are collectively hereinafter referred to as "the Parties".

**WITNESSETH:**

The Parties hereto, for the mutual considerations herein set forth, hereby agree as follows:

1. The Lessor hereby leases to the UNFPA, and the UNFPA hires from the Lessor, the [house] [building] known as [on the \_\_\_\_\_ floor(s) in the building known as \_\_\_\_\_] [together with appropriate parking space,] in the city of \_\_\_\_\_, the said [house] [building] and parking space [hereinafter referred to as "the demised Premises"] being more fully described as follows:

**If the building is to be shared with other occupants, the following provisions must be included:**

**start - // TOGETHER WITH** the use in common with other persons entitled thereto of the entrances to the building, its public halls, corridors, elevators, stairways, and public toilets.

**TO BE USED** for a UNFPA office in the country and for such other purposes as the UNFPA may desire, this Lease cancelling all other agreements, if any, heretofore entered into between the said Parties relating in any way to the demised Premises. **// - end**

**FOR A TERM** beginning \_\_\_\_\_ and ending \_\_\_\_\_, or on such earlier date as this Lease may terminate as herein provided.

2. UNFPA shall pay the Lessor for the demised Premises a rent of \_\_\_\_\_ for each full month of the term of this Lease. Such rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains. In the event the UNFPA's use and occupancy of the demised Premises is for less than a full month, the monthly rent shall be pro-rated.

**If the above standard provision is changed and, in particular, if the rent is to be paid in advance after the provisions of UNFPA financial rule 114.17 have been satisfied, the following must be added at the end of this Article 2 to read as follows:**

**start - //** The Lessor shall issue a standby irrevocable letter of credit [or give a bank guaranty or other form of guarantee] acceptable to the UNFPA to the benefit of the UNFPA. **// - end**

3. The UNFPA shall take good care of the demised Premises and the fixtures and appurtenances therein reasonable wear and tear excepted.

4. The Lessor represents that the demised Premises [other than the parking space] may lawfully be used for a UNFPA office and other purposes, if any, expressly set forth in this Lease, and covenants and agrees that the UNFPA shall peaceably and quietly have, hold and enjoy the demised Premises for the term above-mentioned without any unlawful interruption or disturbance.

5. Upon its expiration, this Lease shall be renewable at the option of the UNFPA, under the same terms and conditions as are set forth herein.

**If the landlord is agreeable to renewing the Lease on the same terms and conditions, except for the monthly rent, then the following provisions must be added to the end of Article 5:**

start - // ", except for the rent which shall be adjusted within agreed limits on the basis of the rate of increase or decrease of the official consumer price index in .....(city)..... or such other index as the Parties may agree." // - end

6. It is further understood and agreed that in case the UNFPA decides to close down the office of its Representative in the country, or to remove it from \_\_\_\_\_, or to change the level of the UNFPA representation in the country, or in the event that UNFPA acquires its own property in the country, or in the event of a change in the security situation, or if UNFPA decides to move its office into the United Nations system common premises, pursuant to General Assembly resolutions, it shall have the right to terminate this Lease upon giving written notice to the Lessor not less than thirty days in advance without the Lessor having the right to any payment, other than for rent, to the date UNFPA vacates the demised Premises.

7. In the event of a sale or transfer of title or the creation of a mortgage or any other encumbrances affecting the demised premises, the Lessor warrants that the Lease terms and conditions shall remain in full force without prejudice to any rights or remedies the UNFPA have hereunder, including but not limited to, the right to enjoy and use the demised premises until its date of expiry as provided in this lease, or any extension or renewal thereof.

8. The Lessor undertakes to furnish, at no additional cost to the UNFPA, the services described in Annex 1 hereto.

9. The Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future against the demised Premises.

10. The Lessor undertakes to maintain the demised Premises [and the building, including its entrances, public halls, corridors, elevators, stairways, and public toilets] in good repair and tenantable condition, including repainting and/or repairing at intervals of two years and when their condition warrants earlier attention. For this purpose, and subject to the UNFPA's agreement, the Lessor shall have the right upon reasonable prior notice to the UNFPA and at reasonable times to enter, inspect and make any necessary repairs to the demised Premises, and may enter the demised Premises forthwith whenever reasonably necessary to make urgent, emergency repairs.

11. The Lessor undertakes and agrees to maintain the sidewalks of the [house] [building] in proper condition and free [of ice, snow and] any obstruction, and to accept all responsibility in connection therewith.

**If the building is to be shared with other occupants, the following paragraph must be included:**

start - // 12. The Lessor undertakes that other parts of the building shall not be let or used for any illegal purpose or for gambling, and to take into account that the UNFPA is a tenant in the building. // - end

13. (a) The UNFPA shall have the right to make alterations, attach fixtures, and erect additions, structures, and signs in or upon the demised Premises, and to affix a flagstaff and office signs and insignia outside the [house] [building] and on the demised Premises [provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants in the building]. Such

fixtures, additions or structures so placed in or upon or attached to the demised Premises shall be and remain the property of UNFPA and may be removed therefrom by UNFPA prior to or within a reasonable time after the term of this Lease expires or is terminated in accordance herewith;

(b) Where minor alterations, renovations or additions are made on the demised Premises, the UNFPA, at the request of the Lessor, shall restore the demised Premises to the same condition as that existing at the time of entering upon the same under this Lease, reasonable wear and tear and damage by the elements or by circumstances over which the UNFPA has no control, excepted. If the Lessor requires such restoration, the Lessor shall give written notice thereof to the UNFPA not less than thirty days before the expiration or termination of this Lease.

(c) Where, with the prior written consent of the Lessor, major alterations, renovations or additions are made on the demised Premises, the UNFPA shall not be under any obligation to restore the demised Premises to the state and conditions existing prior to entering upon the same under this Lease. Such consent shall be set forth in writing and shall contain provisions on the amortization or compensation of the expenses either through offsetting the expenses against rental payments, or payment for their fair market value.

14. UNFPA shall not transfer, assign or sublet the demised Premises or any part thereof, except to other units, organs or bodies of the United Nations or Specialized Agencies within the United Nations System, without the written consent of the Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer or assignment, said consent shall have the legal effect of releasing and discharging the UNFPA from its obligations under the Lease as of the date of the transfer or assignment.

15. Should the [house] [building] or any part thereof be damaged by fire or any other cause, this Lease shall, in case of total destruction of either the [house] [building] or the demised Premises or upon either the [house] [building] or the demised Premises being rendered unfit for further tenancy or for use by the UNFPA, immediately terminate and, in case of partial destruction or damage of either the [house] [building] or the demised Premises, shall terminate at the option of the UNFPA upon giving notice in writing to the Lessor within thirty days after such fire or partial destruction or damage. In the event of termination of this Lease under this paragraph, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should the UNFPA elect to remain on the demised Premises rendered partially untenable, it shall have the right to a proportionate rebate or reduction of the rent payments. In such circumstances, the Lessor shall promptly undertake the repairs or permit the UNFPA to undertake the repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall contain a provision authorizing the UNFPA to offset the expenses incurred on Lessor's behalf against the monthly rent.

16. In the event of interruption or curtailment, whether due to strikes, mechanical difficulties or other causes, of any service maintained or required to be maintained in the [house] [building], or the demised Premises, the Lessor undertakes to take such measures as may be necessary in the circumstances to restore the service without undue delay. UNFPA shall have the right to a proportionate abatement of rent during the period of such interruption or curtailment.

17. In the event the Lessor fails to substantially fulfil any of the terms and conditions of this Lease, and without prejudice to any other remedy which UNFPA may have for such failure, the UNFPA shall have the right either to terminate this Lease without prior notice and/or, at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this Lease and at the entire cost and expense of the Lessor.

**If advance payment is made, the following paragraph 18 must be added.**

**start - //** 18. Without prejudice to any other rights available to the UNFPA against the Lessor, and notwithstanding any provision of this Lease to the contrary, should this Lease be terminated by the UNFPA for any reason prior to the ending date set forth in Article 1 or any extension thereof, the Lessor shall refund

the UNFPA the balance of any advance payment after having deducted the rent corresponding to the period of the UNFPA's actual occupancy of the demised Premises. Such refund shall be effected on the date the UNFPA vacates the demised Premises. // - end

19. The Lessor undertakes to provide and maintain at its own cost public liability insurance which shall hold the UNFPA harmless, and name the UNFPA as additional assured, from claims against it as occupant of the demised Premises, and the Lessor shall provide the UNFPA with proof that such insurance has been obtained and remains in effect.

20. (a) The Lessor shall keep the demised Premises insured for all risks, including fire, explosion, civil strife, as well as earthquake, flood or other natural phenomenon, under a comprehensive policy taken out with an insurance company acceptable to the UNFPA, and shall make known to such insurance company the use to which the building will be put by the UNFPA.

(b) The Lessor shall obtain, for each policy of each insurance, provisions providing for a waiver of subrogation of the Lessor's rights to the insurance carrier against the UNFPA.

(c) The UNFPA shall be responsible for the insurance of its own property, equipment and furnishings and of that of its employees in the demised Premises.

(d) The Lessor shall be responsible for satisfying any tort claims by third parties for personal injury, loss, illness, death or damage to their property occurring on or about the demised Premises and attributable to the acts or omissions of the Lessor or of its servants or agents, and shall hold the UNFPA harmless against such claims.

(e) The UNFPA shall be responsible for dealing with any tort claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the demised Premises. The Lessor acknowledges and agrees that the UNFPA shall self-insure against such risks.

21. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Lease or the breach, termination or invalidity thereof through negotiation, conciliation or other modes of amicable settlement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall be undertaken in accordance with the UNCITRAL Conciliation Rules then obtaining. If the Parties fail to resolve the dispute, controversy or claim amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, either party shall submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

22. Nothing contained in this Lease shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by the UNFPA, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character or otherwise.

23. The Lessor undertakes to pay the stamp duties for and the taxes or levies on this Lease, if any.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR:**

**BY:**

\_\_\_\_\_  
(Signature)

**LESSEE:**

**UNITED NATIONS POPULATION FUND**

**BY:**

\_\_\_\_\_  
(Signature)

