



Utrikesdepartementet

Årligt bidrag till WTO Doha Development Agenda Global Trust Fund

2 bilagor

Ärendet

Sverige bidrar årligen till finansieringen av WTO:s handelsrelaterade tekniska bistånd. Det sker genom obunden projektfinansiering inom ramen för *Doha Development Agenda Global Trust Fund (DDA GTF)*. Fonden upprättades år 2002 för att mobilisera nya resurser och för att göra finansieringen långsiktig och förutsägbar. WTO:s insatser är prioriterade med hänsyn till de åtaganden som Sverige gjort inom ramen för Doha-förhandlingarna.

För år 2008-2009 lämnade Regeringskansliet (Utrikesdepartementet) bidrag om 32 000 000 kronor. Utrikesdepartementet avser bidra med samma summa för år 2010 och år 2011.

Regeringskansliets beslut

Regeringskansliet (Utrikesdepartementet) beslutar att lämna ett bidrag på 32 000 000 kronor till WTO DDA GTF, att utbetalas i två lika stora delar under två år. För medlens användning gäller *Memorandum of Understanding between Sweden and the World Trade Organization regarding a contribution of the Ministry for Foreign Affairs of Sweden to the WTO Doha Development Agenda Global Trust Fund* som bifogas (bil. 1). Bidraget avser verksamhet längst till den 31 december 2011. Medlen ska ha rekvirerats senast den 31 maj 2010, respektive den 30 april 2011 med användande av bifogad blankett (bil. 2).

Utgiften ska belasta det för budgetåret 2010 under utgiftsområde 7 upptagna ramanslaget 1:1 Biståndsverksamhet, anslagsposten 29.1 Organisations- och temastöd. För budgetåret 2011 ska motsvarande budgetpost belastas.

WTO DDA GTF ska årligen lämna en redogörelse för insatsens genomförande inklusive en ekonomisk redogörelse för hur medlen har använts i enlighet med punkten 5 i *Memorandum of Understanding between Sweden and the World Trade Organization regarding a contribution of the Ministry for Foreign Affairs of Sweden to the WTO Doha Development Agenda Global Trust Funds.*

Beslutet har fattats av chefen för enheten för internationell handelspolitik, ambassadör Teppo Tauriainen.

Utdrag till
UD IH
UD UP
UD USTYR
UD EKO
Fi BA
FA AB AR
Representationen i Genève

Memorandum of Understanding
between the Ministry for Foreign Affairs of Sweden and the World Trade Organization,
regarding a contribution of the Ministry for Foreign Affairs of Sweden to the WTO Doha
Development Agenda Global Trust Fund
and
WTO Trade Facilitation Trust Fund – Window I

The Ministry for Foreign Affairs of Sweden, represented by Ambassador Hans Dahlgren (hereinafter the "Donor"); and

The World Trade Organization, represented by Robert Luther, Director, Administration and General Services Division (hereinafter the "WTO")

Having regard to the Ministerial Declaration adopted by the 4th WTO Ministerial Conference on 14 November 2001, and in particular to its paragraphs 38 to 41;¹

Having regard to the New Strategy for WTO Technical Co-operation as endorsed by Members at the 4th WTO Ministerial Conference;²

Having regard to the Biennial Technical Assistance and Training Plan 2010-2011 ³

Having regard to WTO's appeal for Trade Facilitation Trust Fund dated 13 November 2009;

Having regard to the WTO Financial Regulations and Financial Rules;⁴

Have agreed as follows:

1. Contribution

(a) The Donor makes available to the WTO a contribution of 33 million Swedish krona for the years 2010-2011 (hereinafter, the "Contribution") in order to finance WTO technical assistance activities targeted especially at the needs of least-developed countries, other developing countries and/or economies in transition⁵ under the following programmes:

	2010	2011
Doha Development Agenda Global Trust Fund	16 000 000	16 000 000
Trade Facilitation Trust Fund – Window I	1 000 000	-

(b) Funds payable to the WTO for each year shall be transferred within sixty days after receipt of a request for payment from the WTO.

¹ WT/MIN(01)/DEC/1 of 20 November 2001

² See paragraph 38 of the Ministerial Declaration and document WT/COMTD/W/90 of 21 September 2001

³ WT/COMTD/W/170/Rev.1 of 20 October 2009

⁴ Contained in WT/L/156/Rev.2 and WT/L/157/Rev.1 of 21 May 2007.

⁵ For the purpose of this Memorandum of Understanding, the term "country" shall be understood to cover both States and separate customs territories possessing full autonomy in the conduct of their external commercial relations and of the other matters provided for in the WTO Agreement, within the meaning of Article XII:1 of the Marrakech Agreement Establishing the World Trade Organization. The term "country" shall also be deemed to apply to States and separate customs territories which are WTO Members and to those which are not yet WTO Members.

2. Utilisation – General conditions

(a) The Contribution shall be used only for

- 1) technical assistance activities either proposed and implemented within the framework of the Biennial Technical Assistance and Training Plan 2010-2011, or responding to the criteria specified in the New Strategy for WTO Technical Co-operation in case such activities have been endorsed by the joint meeting of the Committees on Trade and Development and Budget, Finance and Administration, and
- 2) implementation of the programme concerning the WTO Trade Facilitation Trust Fund – Window I.

(b) Should the New Strategy for WTO Technical Co-operation or the Biennial Technical Assistance and Training Plan 2010-2011 be amended during the application of this Memorandum of Understanding, references to the New Strategy for WTO Technical Co-operation or the Biennial Technical Assistance and Training Plan 2010-2011 in paragraph (a) above shall be deemed to refer to the New Strategy for WTO Technical Co-operation or the Biennial Technical Assistance and Training Assistance Plan 2010-2011 as amended.

3. Visibility

The WTO shall ensure appropriate visibility of the Donor's participation in the programme covered by the Contribution. Any action dedicated to promoting visibility and agreed upon by the parties shall form part of the direct costs of the programme concerned.

4. Financial conditions and WTO Financial Rules and Regulations

The WTO Financial Rules and Regulations, together with the financial conditions contained in Annex I to this Memorandum of Understanding, shall apply to the utilisation of the Contribution by the WTO.

5. Reporting and Information

(a) The WTO shall submit each year a factual and financial report to the Donors with regard to the activities undertaken or under way with the financial support of the Contribution. The report shall be submitted in April of each year and shall contain the following information:

- Date, type, location, beneficiaries and subject of events.
- Financial information in accordance with the provisions of Annex I.

(b) This provision is without prejudice to the right of the Donor to seek information in other fora.

6. Period of application - Extension

(a) This Memorandum of Understanding shall apply for a period of 2 years.

(b) If, at the expiry of that period, projects remain to be completed and/or funds remain available, this Memorandum of Understanding shall be tacitly extended for a period of one year, unless a party notifies the other in writing, at least ninety days before the end of the period referred in paragraph (a) above, of its intention not to extend this Memorandum of Understanding.

7. Amendments

This Memorandum of Understanding may be amended by agreement of the parties in writing. Amendments may not apply to pending projects unless both parties expressly agree to it in writing.

8. Communication - Representation

All communications with the Donor concerning the present Memorandum of Understanding shall be addressed to the Permanent Mission of the Donor in Geneva, which shall be deemed to represent the Donor for all matters relating to the application of this Memorandum of Understanding. All communications with the WTO concerning this Memorandum of Understanding shall be addressed to the Director of the Administration and General Services Division, who shall be deemed to represent the WTO for all matters relating to the application of this Memorandum of Understanding.

9. Annexes

Annexes to this Memorandum of Understanding are an integral part thereof.

10. Arbitration

In case of dispute as to the interpretation or application of this Memorandum of Understanding, parties shall first seek to reach an amicable solution. Any dispute which cannot be solved amicably shall be brought before the Permanent Court of Arbitration, The Hague, Netherlands, in conformity with the arbitration clause contained in Annex II to this Memorandum of Understanding.

11. Entry into force

This Memorandum of Understanding shall enter into force on the date of its signature by both parties.

Done at Geneva, on 16 April 2010, in two originals, one for the Donor, one for the WTO.

For the Donor

For the WTO

Hans Dahlgren
Ambassador

Robert Luther
Director
Administration and General Services Division

Annex I: Financial Conditions

Annex II: Protocol of arbitration

ANNEX I

Financial Conditions

1. Financial and accounting records concerning the financing of the activities conducted under this Memorandum of Understanding shall be kept in conformity with the WTO Financial Rules and Regulations.
2. The accounts shall be kept in Swiss Francs. Wherever applicable, conversion of currencies shall be made in conformity with WTO practices.
3. Except as otherwise specified in this Memorandum of Understanding, the WTO may only supply information relating to the Contribution the communication of which is compatible with the WTO Financial Regulations and Financial Rules, as well as with the privileges and immunities of the WTO.
4. The WTO will charge overhead cost equivalent to 13 per cent of the direct cost of the activity financed with the support of the Donor.⁶
5. The WTO shall be free to subcontract any activity and use the services of outside experts if it deems it necessary. The WTO shall be fully responsible for the co-ordination and execution of all sub-contracted activities.
6. (a) The Contribution shall be transferred on the following bank account number when the WTO has submitted a signed Contribution Request Form before the dates specified in the Government Offices Decision UF2010/16689/IH (DDA GTF) and UF2010/16687/IH (TTNFG):

Account Name:	WTO
Bank Name:	UBS SA
Bank Address:	P.O. Box 2600, CH – 1211 Geneva 2
Swiss Francs:	Account Number: 240-C0199320.1 IBAN: CH80 0024 0240 C019 9320 1 Swift Code: UBSWCHZH80A
US Dollars:	Account Number: 240-C0199320.2 IBAN: CH53 0024 0240 C019 9320 2 Swift Code: UBSWCHZH80A
Euros:	Account Number: 240-FP100340.0 IBAN: CH97 0024 0240 FP10 0340 0 Swift Code: UBSWCHZH80A

Each Transfer shall mention the following reference UF2010/16689/IH (DDA GTF) and UF2010/16687/IH (TTNFG).

(b) In case a request for payment is required by the Donor prior to the transfer of the Contribution, payments shall be made within sixty days of receipt of the request for payment from the WTO. When no such request is required by the Donor, payment shall intervene within sixty days of the signing of this Memorandum of Understanding. In cases where instalments have been provided for, payments shall be made in accordance with the agreed timetable.

⁶ See Decision of the General Council reported in WT/GC/M/32.

(c) Upon expiry of the time limits set in the previous paragraph, the WTO may, within two months of receiving the late payment, claim interest at the rate applied by UBS for short term lending at the time the payment was due plus one and a half percentage point.

7. Subject to paragraph 3 above, the WTO will make available to the Donor all relevant factual and financial information, including a yearly statement of accounts, concerning the execution of this Memorandum of Understanding. The accounting period of reference will be calendar year.

8. All declared expenses in the yearly statement of accounts will be supported in the WTO bookkeeping records by original documents (invoices, vouchers, contracts, order forms, tickets, etc.).

9. Interest earned on the Donor's contribution shall be identified as such and shown in the financial reports and statements of accounts.

10. Financial transactions and financial statements shall be subject to internal and external auditing procedures laid down in the WTO Financial Rules and Regulations. A copy of the audited statements shall be submitted to the Donor by the WTO.

11. The Donor may decide to give a specific mandate to the external auditor of the WTO for the control of the expenses incurred under this Memorandum of Understanding. In such a case, the Donor shall bear the cost of the audit.

12. Normally, any unexpended contribution at the end of a WTO financial year should remain available in the global trust fund in order to finance the Co-ordinated WTO Secretariat Annual Technical Assistance Plan for the following year.

13. Upon expiration or termination of this Memorandum of Understanding for any reason, the WTO undertakes to reimburse to the Donor any unused balance of the Contribution in Swiss Francs within three months, unless otherwise agreed with the Donor.

ANNEX II

Arbitration clause
to be used together with the Permanent Court of Arbitration Optional Rules
for Arbitration Involving International Organizations and States

1. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Memorandum of Understanding, including its existence, validity or termination, which was not solved amicably in accordance with Article 10 of this Memorandum of Understanding, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Memorandum of Understanding.
2. The number of arbitrators shall be three.
3. The language to be used in the arbitral proceedings shall be English.
4. The appointing Authority shall be the Secretary-General of the International Bureau of the Permanent Court of Arbitration, The Hague, The Netherlands.

CONTRIBUTION REQUEST FORM

This is to request payment of the below specified contribution.

Project Details

Name of project and/or operations	
Swedish Government Offices' Decision Number (according to the pledging letter)	
Requested Amount	Currency

Organisation Details

Name of Organisation	
Contact person	
E-mail	
Telephone number	Fax number
Postal address	Postcode
City	Country

Bank Details

Name of bank	
City	Country
Account name/holder	
Account number	
IBAN number (EU, Norway, Switzerland)	SWIFT code (BIC)
Bank code (ABA for USA)	Currency of account
Reference of the Recipient (to be quoted in the payment details)	

.....
Date

.....
Signature of authorized person (Authorization according to enclosed document)

.....
Name in block letters

.....
Department

.....
Organisation