

No. 2728

**UNITED NATIONS RELIEF AND WORKS AGENCY
FOR PALESTINE REFUGEES
IN THE NEAR EAST
and
LEBANON**

**Exchange of notes constituting an over-all agreement (with
annexed specific arrangement). Beirut, 26 November
1954**

Official text: French.

Registered ex officio on 30 December 1954.

**OFFICE DE SECOURS ET DE TRAVAUX
DES NATIONS UNIES POUR LES RÉFUGIÉS
DE PALESTINE DANS LE PROCHE-ORIENT
et
LIBAN**

**Échange de notes constituant un arrangement global (avec
règlement annexé). Beyrouth, 26 novembre 1954**

Texte officiel français.

Enregistré d'office le 30 décembre 1954.

[TRANSLATION — TRADUCTION]

No. 2728. EXCHANGE OF NOTES CONSTITUTING AN OVER-ALL AGREEMENT¹ BETWEEN THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST AND LEBANON. BEIRUT, 26 NOVEMBER 1954

I

REPUBLIC OF LEBANON

MINISTRY OF FOREIGN AFFAIRS AND LEBANESE OVERSEAS

United Nations, Conference and International Treaties Department

Beirut, 26 November 1954

The Ministry of Foreign Affairs presents its compliments to the United Nations Relief and Works Agency for Palestine Refugees and, with reference to the letter and the two Aide-Mémoire dated 5 March 1954, which the Agency transmitted to the Ministry, and to the negotiations which have taken place on this subject, has the honour to confirm that after a comprehensive examination of the matter, it submitted to the Cabinet for approval the overall agreement prepared by the Ministry and the Agency. The Ministry has the honour today of advising the Agency that on 27 October 1954, the Cabinet approved this agreement which covers the following points :

1. The Lebanese Government is prepared to give full recognition to the Agency's claims set forth in Aide-Mémoire No. 2 of 5 March 1954 relating to the legal status of UNRWA and the privileges, immunities and facilities which the Agency and its officials should enjoy. In particular the Lebanese Government is prepared to interpret the 13 February 1946² Convention on the Privileges and Immunities of the United Nations in accordance with the international practice.

2. With respect to the future annual contribution to the relief and works programme for Palestine refugees, the Government is prepared to make a contribution amounting to 0.06% of the Agency's budget in the form of direct services rendered to certain categories of Palestine refugees living in Lebanon. However, it is prepared to pay this contribution in cash if the Agency agrees to assume financial responsibility for the cost of these services.

¹ Came into force on 26 November 1954 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346; Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324, and Vol. 180, p. 296.

3. With regard to the past, the Government is prepared to refund to the Agency, on production of the pertinent vouchers, the amounts listed in the annex to the aforementioned Aide-Mémoire, which on 31 December 1953 totalled \$187,309.26, together with landing charges levied on the UNRWA plane (Aide-Mémoire No. 2, of 5 March 1954 para. 24) which, on 31 December 1953, amounted to \$4,770. To these sums will be added those incurred since that date.

4. For its part, the Agency will take note of the fact that the contributions which Lebanon had promised to pay to the Agency's budget for the financial years from 1951 through 30 June 1954, i.e. a total sum of \$150,000 have been made by the Government by means of direct or indirect expenses incurred in the giving of assistance to Palestine refugees living in Lebanon.

5. Further, the Agency will assume responsibility for certain expenses incurred by the Lebanese Central Refugee Committee, totalling LL 147,673 representing expenses entailed by the hospitalization of a number of refugees from 1 January 1953 to 30 April 1954. The relevant vouchers will be furnished to the Agency in due course.

6. The Ministry has the honour to attach, as an annex to the present note, the text of the specific arrangement drawn up in conjunction with the Agency relating to the implementation of the agreement.

The Ministry of Foreign Affairs takes this occasion to renew to the Administration of the Agency the assurances of its highest consideration.

(Initialled) Fouad AMMOUN
Director-General
Ministry of Foreign Affairs

(Signed) Alfred NACCACHE
Minister of Foreign Affairs

The Administration of the United Nations Relief and
Works Agency for Palestine Refugees
Beirut

SPECIFIC ARRANGEMENT RELATING TO THE IMPLEMENTATION OF
THE OVER-ALL AGREEMENT CONCLUDED BETWEEN THE MINISTRY
OF FOREIGN AFFAIRS OF THE REPUBLIC OF LEBANON AND THE
UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE
REFUGEES

Whereas, the United Nations Relief and Works Agency for Palestine Refugees, in its Aide-Mémoire No. 2 of 5 March 1954, set forth a number of claims relating to the legal status, and privileges and immunities which it and its officials should enjoy in Lebanon;

Whereas, these claims were based on the one hand on international instruments to which Lebanon was a party and on the other hand on the general practice of States;

Whereas, the Ministry of Foreign Affairs has submitted to the Cabinet for approval an overall agreement whereby in particular, the Lebanese Government would give full recognition to the Agency's afore-mentioned claims relating to its legal status, privileges, immunities, and facilities, and those of its officials;

Whereas the overall agreement was approved by the Cabinet on 27 October 1954,

Whereas, in its note of 26 November 1954, the Agency agreed to the above-mentioned overall agreement;

It has been decided to adopt the following specific arrangement :

Duties and taxes

1. The competent Ministry shall take the appropriate measures by means of a simplified procedure to refund to the Agency all duties and taxes on the consumption of liquid fuels, alcohol and cement (Article II, Section 8 of the Convention on the Privileges and Immunities of the United Nations). This arrangement may be applied to other products where necessary and in the same way, within the scope of the Convention.

(Aide-Mémoire No. 2, paragraphs 12-18)

2. The amounts due on previous consumption of the said products will be refunded to the Agency on production of the pertinent vouchers most of which have already been forwarded to the Departments concerned.

Port charges

3. Port charges for the period November 1949 to 30 June 1951 will be refunded to the Agency. The Agency will present no further claims for refund in future.

(Aide-Mémoire No. 2, paragraphs 19-21)

Rail transport

4. The difference between the cost of transport by rail and transport by road will be refunded to the Agency in accordance with the agreement signed in September 1950 between the Governments of Lebanon, Syria and Jordan.

(Aide-Mémoire No. 2, paragraph 23)

Landing charges

5. Landing charges on the plane already paid will be refunded to the Agency on production of the pertinent vouchers. No landing charges will be levied in future, and all the necessary measures will be taken for the automatic exemption from these charges. Charges for specific services are not effected by this clause.

(Aide-Mémoire No. 2, paragraph 24)

Meaning of personal effects

6. a) The Convention on the Privileges and Immunities of the United Nations (Section 18, subsection (g)) will be interpreted to conform to the most liberal international practice in this respect. Current import formalities will be simplified and facilitated; subject to paragraph 9 hereunder, there will be no discrimination between used and unused personal effects.

b) In particular, provisional import licences of unspecified duration will be granted for the motor vehicles of internationally recruited officials in accordance with the procedure suggested by the Agency in the above-mentioned Aide-Mémoire (paragraph 31):

- “a) Motor vehicles, used or new, will be admitted duty-free throughout the entire period of their owner’s employment with the Agency.
- “b) Resale in the Lebanon will not be allowed except on conditions approved by the competent Lebanese authorities (the arrangements adopted in this connection will be similar to that applicable to diplomatic missions in Lebanon);”

Duration of period during which officials can import their personal effects free of duty

7. In view of the particular difficulties encountered by the Agency’s international officials, the period of free importation of personal effects in general may be extended by the Ministry of Foreign Affairs to cover a period of one year.

(Aide-Mémoire No. 2, paragraph 33)

Diplomatic status

8. In conformity with General Assembly Resolution 302 (IV)¹ and the practice followed by a large number of other States regarding the senior officials of international organizations, a very limited number of senior officials belonging to the Administration at UNRWA Headquarters, will be granted diplomatic status (four officials, plus the UNRWA Representative to Lebanon).

(Aide-Mémoire No. 2, paragraphs 41-44)

Abuses

9. It is understood that the Agency undertakes to see that none of the above-mentioned facilities give rise to any abuse, and to take the appropriate measures to rectify any abuses brought to its knowledge.

(Aide-Mémoire No. 2, paragraph 40)

II

UNITED NATIONS
RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES

The United Nations Relief and Works Agency for Palestine Refugees in the Near East, presents its compliments to the Ministry of Foreign Affairs of the Republic of Lebanon and, in reply to its note of today’s date, has the honour to draw its attention to the following statement regarding the overall agreement between the Agency and the Ministry, submitted by the latter to the Cabinet and which was approved on 27 October 1954.

¹ United Nations, *Official Records of the Fourth Session of the General Assembly* (A/1251, p. 23).

1. With regard to the legal status, privileges, immunities and facilities of the Agency and its officials in Lebanon, the Agency notes that the Lebanese Government is ready to recognize in full the claims set out in Aide-Mémoire No. 2 of 5 March 1954, and to interpret the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, in accordance with international practice.

2. With respect to the future annual contribution of the Lebanese Government to the relief and works programme for Palestine refugees, the Agency notes that the Government is prepared to make a contribution amounting to 0.06% of the Agency's budget in the form of direct services rendered to certain categories of Palestine refugees living in Lebanon.

However, in order that the Government may be able to pay its contribution to the Agency's budget in cash, the latter is willing to assume financial responsibility for the said services up to the amount stated, in accordance with a procedure to be established later by mutual agreement.

3. With regard to the past, the Agency notes that the Government is prepared to refund the amounts listed in the annex to the above-mentioned Aide-Mémoire, as well as landing fees charged in respect of the United Nations plane. To these sums will be added those incurred since the date up to which the amounts listed in the said Aide-Mémoire were based.

4. The Agency notes that the Lebanese Government has stated that the contributions which Lebanon had promised to pay to the Agency's budget for the financial years from 1951 through 30 June 1954 have been spent directly or indirectly by the Government in giving assistance to Palestine refugees living in Lebanon. The Agency therefore considers this question to have been settled in so far as the past is concerned.

5. With regard to the expenses assumed by the Central Refugee Committee, the Agency would like to emphasize that it considers in its opinion that the responsibility for these expenses should in principle have been assumed by the Government. However, the Agency is prepared in a spirit of good will to assume responsibility for the sum of LL 147,673 for the period ending 30 April 1954, subject to audit of the relevant vouchers.

6. The Agency has the further honour to acknowledge receipt of the text decided by agreement between the Ministry and the Agency, setting out the specific arrangement for the overall agreement adopted by both parties.

The Agency takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Beirut, 26 November 1954
(Signed) W. E. F. CONRAD

To the Ministry of Foreign Affairs of the Republic of Lebanon
Beirut