

No. 4629

**UNITED NATIONS
and
BURMA**

Agreement (with annex) for the provision of operational and executive personnel. Signed at Rangoon, on 15 December 1958

Official text: English.

Registered ex officio on 1 January 1959.

**ORGANISATION DES NATIONS UNIES
et
BIRMANIE**

Accord (avec annexe) régissant l'envoi de personnel d'administration et de direction. Signé à Rangoon, le 15 décembre 1958

Texte officiel anglais.

Enregistré d'office le 1^{er} janvier 1959.

No. 4629. AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE UNION OF BURMA FOR THE PROVISION OF OPERATIONAL AND EXECUTIVE PERSONNEL. SIGNED AT RANGOON, ON 15 DECEMBER 1958

The United Nations and the Government of the Union of Burma (hereinafter called "the Government"), desiring to join in furthering the development of the administrative services of the Union of Burma, have entered into this Agreement in a spirit of friendly cooperation.

Article I

SCOPE OF THIS AGREEMENT

1. This Agreement embodies the conditions under which the United Nations shall provide the Government with the services of administrative officers or specialists (hereinafter referred to as "officers"). It also embodies the basic conditions which govern the relationship between the Government and the officers. The Government and the officers may enter into agreements between themselves or adopt such arrangements as may be appropriate concerning their mutual relationship. However, any such agreement or arrangement shall be subject to the provisions of this Agreement, and shall be communicated to the United Nations.
2. The relationship between the United Nations and the officers shall be defined in contracts which the United Nations may enter into with such officers. A copy of the contract which the United Nations intends to use for this purpose is herewith transmitted for the Government's information as Annex I² of this Agreement. The United Nations undertakes to furnish the Government with copies of individual contracts actually concluded between the United Nations and the officers within one month after such contracts are concluded.

Article II

FUNCTIONS OF THE OFFICERS

1. The officers to be provided under this Agreement shall be available to perform operational, executive or managerial functions, including training, for the Government, or, if so agreed by the United Nations and the Government, in

¹ Came into force on 15 December 1958, upon signature, in accordance with article VI.

² See p. 14 of this volume.

other public agencies or public corporations or public bodies, or in national agencies or bodies other than those of a public character.

2. In the performance of the duties assigned to them by the Government, the officers shall be solely responsible to, and under the exclusive direction of the Government; they shall not report to nor take instructions from the United Nations or any other person or body external to the Government except with the approval of the Government. In each case the Government shall designate the authority to which the officer will be immediately responsible.

3. The parties hereto recognize that a special international status attaches to the Officers made available to the Government under this Agreement, and that the assistance provided for the Government hereunder is in furtherance of the purposes of the United Nations. Accordingly, the officers shall not be required to perform any function incompatible with such special international status or with the purposes of the United Nations.

4. In implementation of the preceding paragraph, but without restricting its generality or the generality of the last sentence of paragraph 1 of Article I, any agreements entered into by the Government with the officers shall embody a specific provision to the effect that the officer shall not perform any functions incompatible with his special international status or with the purposes of the United Nations.

Article III

OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations undertakes to provide, in response to the Government's requests, experienced officers to perform the functions described in Article II above.

2. The United Nations undertakes to provide such officers in accordance with any applicable resolutions and decisions of its competent organs, and subject to the availability of the necessary funds.

3. The United Nations undertakes, within the financial resources available to it, to provide administrative facilities necessary to the successful implementation of this Agreement, specifically including the payment of stipends and allowances to supplement, as appropriate, the salaries paid to the officers by the Government under Article IV, paragraph 1, of this Agreement, and upon request, effecting payments in currencies unavailable to the Government, and making arrangements for travel and transportation outside the Union of Burma when the officer, his family or belongings are moved under the terms of his contract.

4. The United Nations undertakes to provide the officer with such subsidiary benefits as it may deem appropriate, including compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Government. Such subsidiary benefits shall be specified in contracts to be entered into between the United Nations and the officers.

5. The United Nations undertakes to extend its good offices in a spirit of friendly cooperation towards the making of any necessary amendment to the conditions of service of the officer, including the cessation of such service if and when it becomes necessary.

Article IV

OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of implementing this Agreement by paying to the officer the salary and related emoluments which would be payable to a national civil servant or other comparable employee holding the rank to which the officer is assimilated.

2. The Government shall provide the officer with such services and facilities, including local transportation, and medical and hospital facilities, as are normally made available to a national civil servant or other comparable employee holding the rank to which the officer is assimilated.

3. The Government shall use its best endeavours to locate suitable housing and make it available to the officer.

4. The Government shall grant to the officer the annual and sick leave available to a national civil servant or other comparable employee holding the rank to which the officer is assimilated. The Government shall grant to the officer such further annual leave, not exceeding total leave at the rate of thirty working days per annum, as may be required to permit him to enjoy such home leave as he may be entitled to under the terms of his contract with the United Nations.

5. The Government recognizes that the officers shall :

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be exempt from taxation on the salaries and emoluments paid to them by the United Nations;
- (c) be immune from national service obligations;
- (d) be immune, together with their spouses and relatives dependent upon them, from immigration restrictions and alien registration;

- (e) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government;
 - (f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (g) have the right to import free of duty their furniture and effects at the time of first taking up their post in the country in question.
6. The assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the people and Government of the Union of Burma. In recognition thereof, the Government shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government shall indemnify and hold harmless the United Nations and the officers against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.
7. The Government shall do everything within its means to ensure the effective use of the officers provided and will, as far as practicable, make available to the United Nations information on the results achieved by this assistance.
8. The Government shall defray such portions of the expenses to be paid outside the country as may be mutually agreed upon.

Article V

SETTLEMENT OF DISPUTES

1. Any dispute between the Government and any officer arising out of or relating to the conditions of his service may be referred to the United Nations by either the Government or the officer involved, and the United Nations shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence, the matter shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 below.
2. Any dispute between the United Nations and the Government arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 below.

3. Any dispute to be submitted to arbitration in accordance with paragraph 1 or 2 above shall be referred to three arbitrators for decision by a majority of them. Each party to the dispute shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the Secretary-General of the Permanent Court of Arbitration to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties to the dispute as the final adjudication thereof.

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.
2. This Agreement may be modified by agreement between the United Nations and the Government, but without prejudice to the rights of officers holding the appointments pursuant to this Agreement. Any relevant matter for which no provision is made in this Agreement shall be settled by the United Nations and the Government. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.
3. This Agreement may be terminated by the United Nations or by the Government upon written notice to the other party and shall terminate sixty days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the United Nations and of the Government, respectively, have on behalf of the parties, signed the present Agreement at Rangoon, Burma, this tenth day of December 1958¹ in the English language in two copies.

For the Government
of the Union of Burma :
SHWE MRA
Secretary
Ministry of National Planning
10/12/58
in the presence
of Assistance Secretary,
Ministry of National Planning :
D. K. GHOSH

For the United Nations :

Dusan MARUSIC
(for the Secretary-General)
Resident Representative of the
UN Technical Assistance
Board in Burma

¹ This Agreement was actually signed on behalf of both Parties on 15 December 1958, although it is dated 10 December 1958.

ANNEX I

CONTRACT between the UNITED NATIONS and
 The United Nations having entered into an Agreement with the Government of
 dated _____, regarding administrative officers or specialists,
 (hereinafter called "the officer"), undertakes to perform the following
 functions for or on behalf of the Government of _____ for a period of
 commencing _____

Article I

FUNCTIONS OF THE OFFICER

1. The functions of the officer will be

These functions may be changed from time to time by mutual agreement between the
 Government of _____ and the officer.

Article II

OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations will provide the officer with a stipend equivalent to US\$
 per annum which includes dependency benefits in respect of his family members,
 and shall be payable in the following currencies :

The United Nations will reimburse any income taxes which may be levied by the
 country of the officer's nationality or normal residence on his salary and related emolu-
 ments, on the above stipend or on any of the allowances or emoluments paid the officer
 by the United Nations.

2. The United Nations will provide travel and a travel subsistence allowance for the
 officer, his wife and dependent children from his place of residence to
 when he enters upon this service, and from _____ to his place of former
 residence when he completes the service. The standards and conditions of travel and
 travel subsistence allowance will be the same as those applicable to members of the
 United Nations Secretariat whose rank is comparable to that of the officer.

3. Similarly, the United Nations will provide travel upon home leave once in every
 two years of continuous service for the officer, his wife and dependent children, under
 the conditions applicable to members of the United Nations Secretariat.

4. The United Nations will pay for the transportation by surface means of personal
 and household effects of the officer and his family from his place of residence to
 when he enters upon this service and from _____ to his place of
 former residence when he completes the service in an amount up to 440 pounds (44 cubic
 feet) for the officer, 330 pounds (33 cubic feet) for his first dependant, and 220 pounds
 (22 cubic feet) for each other dependant who accompanies him.

5. When the officer arrives at _____, the United Nations will provide an
 installation grant, payable in local currency, equal, in the case of an officer whose wife

or dependent children accompany him, to thirty days of travel subsistence allowances for himself and each accompanying dependant; or in the case of an officer unaccompanied by wife or a dependent child, to fifteen days of travel subsistence allowance.

6. The United Nations will pay to the officer an assignment allowance at the rate of per annum during his service in the Union of Burma under this contract. Should the Government of provide housing free of charge to the officer, the United Nations will reduce the foregoing allowance by the value of the accommodation.

7. The United Nations shall use its best endeavours to make available to him without cost such reasonable and necessary medical and hospital services as the officer may require. The United Nations shall have no responsibility for the medical and hospital care of the officer's dependants.

8. When the officer completes service under this contract, the United Nations will pay him a service benefit in the currency of the country of his normal residence, amounting to 8 per cent of his stipend during service.

9. The United Nations will make arrangements under which compensation will be granted to the officer should he suffer death or disability during the period of service under this contract, or death, injury or illness determined by the United Nations to have been attributable to the performance of official duties on behalf of the Government of under this contract.

Article III

OBLIGATIONS OF THE OFFICER

1. The officer shall be responsible to the Government of . In the performance of his duties he shall neither seek nor accept instructions from any other Government or from any other authority external to the Government of .

2. The officer shall conduct himself at all times with the fullest regard for the aims of the United Nations and in a manner befitting his status under this contract. He shall not engage in any activity that is incompatible with the purposes of the United Nations or the proper discharge of his duties with the Government of . He shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on his status, or on the integrity, independence and impartiality which are required by that status. While he is not expected to give up his national sentiments or his political and religious convictions, he shall at all times bear in mind the reserve and tact incumbent upon him by reason of his status.

3. The officer shall exercise the utmost discretion in regard to all matters of official business. He shall not communicate to any person any information known to him by reason of his official position with the Government of which has not been made public, except in the course of his duties or by authorization of the Government of . Nor shall he at any time use such information to private advantage. These obligations do not cease upon completion of service under this contract.

4. As part of his official functions and to the maximum extent approved by the Government of _____, the officer shall promote and assist in the training of new talent with a view to increasing the supply of competent officials available to the public service of _____. The officer is invited to make the fullest possible use of multilateral, regional and bilateral facilities which exist for the training of suitable candidates.

Article IV

SETTLEMENT OF DISPUTES

The United Nations shall establish arbitration machinery to hear and to decide disputes between itself and the officer in which the latter asserts non-observance of the terms of this contract.

Article V

GENERAL PROVISIONS

1. This contract shall enter into force upon signature.
2. This contract may be modified by agreement between the United Nations and the officer, and specifically in the light of such modifications as may from time to time be made in the Agreement referred to above between the United Nations and the Government of _____. While the officer does not have the status of a member of the Secretariat of the United Nations, any relevant matter for which no provision is made in the contract shall be settled according to the administrative practices of the Secretariat.
3. This contract may be terminated by either party upon three months of written notice. Should the United Nations so terminate the contract, the United Nations will pay to the officer an indemnity equal to one week's salary for each months of incompleting service under this contract. This contract expires without further notice at the time shown above. This contract does not carry any expectancy of renewal or of conversion to any type of appointment in the Secretariat of the United Nations.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

(The officer)

(For the Secretary-General
of the United Nations)

(Date)

(Date)