

No. 5239

UNITED NATIONS
and
ETHIOPIA

Agreement (with exchange of letters) for the provision of operational and executive personnel. Signed at Addis Ababa, on 13 July 1960

Official text: English.

Registered ex officio on 13 July 1960.

ORGANISATION DES NATIONS UNIES
et
ÉTHIOPIE

Accord (avec échange de lettres) régissant l'envoi de personnel d'exécution et de direction. Signé à Addis-Abéba, le 13 juillet 1960

Texte officiel anglais.

Enregistré d'office le 13 juillet 1960.

No. 5239. AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE IMPERIAL ETHIOPIAN GOVERNMENT FOR THE PROVISION OF OPERATIONAL AND EXECUTIVE PERSONNEL. SIGNED AT ADDIS ABABA, ON 13 JULY 1960

The United Nations and the Imperial Ethiopian Government (hereinafter called "the Government"), desiring to join in furthering the development of the administrative services of Ethiopia, have entered into this Agreement in a spirit of friendly co-operation.

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

¹ Came into force on 13 July 1960, upon signature, in accordance with article VI.

² For the text of this annex, see United Nations, *Treaty Series*, Vol. 319, p. 14.

the Government, or, if so agreed by the United Nations and the Government, in 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 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 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 Ethiopia 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. Subject to the provisions of the contract referred to in article I-2, the United Nations undertakes to extend its good offices in a spirit of friendly co-operation 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 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 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 emolument paid to them by the United Nations;
 - (c) be immune from national service obligations;
 - (d) be immune, together with their spouses and relatives dependant upon them, from immigration restrictions and usual 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 dependant 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 technical 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 Ethiopia. In recognition thereof, the Government agrees that, in respect of any and all third party claims or liability resulting from or connected with any operation covered by this Agreement, it shall indemnify and hold harmless the United Nations and their officers.
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 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 the Government, respectively, have on behalf of the parties, signed the present Agreement at Addis Ababa this Thirteenth day of July, 1960 in the English language in two copies.

For the United Nations :

(Signed) Theodor O. P. LILLIEFELT
Resident Representative, United Nations
Technical Assistance Board,
Ethiopia

For the Imperial Ethiopian
Government :

(Signed) Blatta Dawit OGBAGZY
Minister of State in the Ministry
of Foreign Affairs

EXCHANGE OF LETTERS

I

UNITED NATIONS TECHNICAL ASSISTANCE BOARD
OFFICE OF THE RESIDENT REPRESENTATIVE, ETHIOPIA

Letter TAB-559/60

13 July 1960

Excellency,

I have the honour to refer to the Agreement for the Provision of Operational and Executive Personnel which has today been signed by yourself, representing the Imperial Ethiopian Government, on the one hand, and by myself, representing the United Nations on the other hand.¹

With reference to Article IV, paragraph 6, of that Agreement, it is understood that the expression contained therein namely, "third party claims or liability resulting from or connected with any operation covered by this Agreement", shall not be deemed to include any claims arising from willful or reckless acts or omissions, attributable to the officers, which violate the regulations, rules or administrative instructions governing the activities and conduct of such officers, or which are clearly inconsistent with the responsibilities and functions entrusted to them.

The question of whether or not a particular case should or should not be the liability of the Government (under revised liability clause) should be dealt with on a case by case basis and by agreement between the Government and the United Nations.

I am pleased to be able to give this explanation and clarification on behalf of the United Nations and I shall be grateful to have your acceptance of this explanation at your convenience.

Accept, Excellency, the assurance of my highest consideration.

Yours sincerely,

For the United Nations :

(Signed) Theodor O. P. LILLIEFELT
Resident Representative
United Nations Technical Assistance Board

H. E. Blatta Dawit Ogbagzy
Minister of State for Foreign Affairs
Addis Ababa

¹ See p. 144 of this volume.

II

IMPERIAL ETHIOPIAN GOVERNMENT
MINISTRY OF FOREIGN AFFAIRS

Addis Ababa 13th July 1960

Dear Mr. Lilliefelt,

I have the honour to acknowledge receipt of your letter of explanation relating to the Agreement for the Provision of Operational and Executive Personnel which has today been signed by yourself, representing the United Nations, on one hand, and by myself representing the Imperial Ethiopian Government.

I am now pleased to confirm that your letter of explanation is acceptable to the Imperial Ethiopian Government.

Yours sincerely,

(Signed) Dawit OGBAGZY
Minister of State

Theodor O. P. Lilliefelt, Esquire
Resident Representative
United Nations Technical Assistance Board
Addis Ababa
