

No. 5575

**UNITED NATIONS
and
UNITED ARAB REPUBLIC**

Exchange of letters constituting an agreement concerning the settlement of claims between the United Nations Emergency Force and the Government arising out of traffic accidents. Gaza, 14 October 1959 and Cairo, 15 September and 17 October 1960

Official text: English.

Registered ex officio on 13 February 1961.

**ORGANISATION DES NATIONS UNIES
et
RÉPUBLIQUE ARABE UNIE**

Échange de lettres constituant un accord concernant le règlement, entre la Force d'urgence des Nations Unies et le Gouvernement, des demandes d'indemnité relatives à des accidents de la circulation. Gaza, 14 octobre 1959 et Le Caire, 15 septembre et 17 octobre 1960

Texte officiel anglais.

Enregistré d'office le 13 février 1961.

No. 5575. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC CONCERNING THE SETTLEMENT OF CLAIMS BETWEEN THE UNITED NATIONS EMERGENCY FORCE AND THE GOVERNMENT ARISING OUT OF TRAFFIC ACCIDENTS. GAZA, 14 OCTOBER 1959 AND CAIRO, 15 SEPTEMBER AND 17 OCTOBER 1960

I

UNITED NATIONS EMERGENCY FORCE
Headquarters — Gaza

14 October 1959

Dear Brigadier-General Hilmy,

I should like to refer to the previous correspondence between the UNEF Legal Adviser and your Office concerning the settlement of claims arising out of traffic accidents.

It is an unfortunate fact that in an operation involving the use of a large number of motor vehicles, occasional traffic accidents are unavoidable despite the most rigorous safety precautions. Experience, however, has shown that while over a period of time, the number of accidents may be considerable, strict preventive and disciplinary measures are likely to reduce the gravity of damage caused by such accidents. I have good reason to believe that, in the long run, the ultimate balance of accounts reflecting reciprocal traffic accident claims between the UAR authorities and UNEF would show an amount relatively small in relation to the number of cases involved, and that this amount would certainly not be important enough to justify the effort and expense involved in a mutual presentation and negotiation of settlement of each individual claim.

I should therefore like to propose the following arrangement, based on the procedure applicable to the settlement of similar claims as between national contingents serving in UNEF, for a reciprocal elimination of claims which UNEF and the UAR Government may have against each other in connection with traffic accidents :

1. UNEF and the Government of the UAR agree, on the basis of reciprocity, to waive and consider as non-existent claims resulting from traffic accidents which involve :

¹ Came into force on 17 October 1960 by the exchange of the said letters.

- a. A motor vehicle or vehicles owned or operated by, or on behalf of, (i) UNEF, (ii) the armed forces in the S.R. of the UAR or the Administration of the Administrative Governor-General of the Gaza Strip; and
- b. Loss of, or damage to, the property owned, leased, requisitioned, or otherwise placed under the control or at the disposal of (i) UNEF, (ii) the armed forces in the S.R. of the UAR or the Administration of the Administrative Governor-General of the Gaza Strip.

2. This agreement covers all claims involving loss or damage to the property specified in paragraph 1 (b) above, including the cost of replacement or repairs, loss of use or earnings, and other incidentals, and covers actual expenditures as well as any contingent liability.

3. This agreement is not intended to affect claims for death or bodily injury sustained in connection with traffic accidents by drivers or passengers of the vehicles involved or by any other persons. It is understood, however, that neither UNEF nor the Government of the UAR would seek to claim against each other the reimbursement of expenditures incurred by providing to its employees or personnel medical treatment, sick leave pay, compensation for incapacity, or any other payments due to them under the provisions of workmen compensation laws or other regulations applicable to service-incurred injuries, and that any funds so expended are to be considered as constituting a property loss sustained by one of the parties.

4. Nothing in this agreement shall be deemed to affect any right or claims which UNEF or the Government of the UAR may have under insurance policies or as against third persons.

5. This agreement may be terminated by either party upon 30 days notice, if it should be established by practical experience that there is a considerable disproportion in the number and importance of accidents attributable to the other party.

I should appreciate receiving from you a confirmation of the above-proposed terms of agreement at your earliest convenience.

Yours sincerely,

E. L. M. BURNS
(Lieutenant-General)
Commander, UNEF

Brigadier-General A. Hilmy II
Chief of Staff
UAR-LS

II

UNITED ARAB REPUBLIC
MINISTRY OF WAR
Palestine Affairs Department

Cairo, 15 September 1960

Dear Lt. General Gyani,

Reference your letter dated 14 October 1959 concerning the settlement of claims arising out of traffic accidents between the Government of the UAR and UNEF. I should like to inform you that I agree to the terms proposed as follows :

[See letter I]

Yours sincerely,

Brig. General H. S. GOHAR
Director of Palestine Affairs Department

Lt General P. S. Gyani
Commander UNEF
Gaza

III

UNITED ARAB REPUBLIC

Ref. 3226/501

17 October 1960

My dear General Gyani,

General Burns had written to me on 14 October 1959 regarding the arrangements of " Knock-for-Knock " between UNEF HQ and the appropriate authorities in UAR.

After the matter has been studied and revised by the State Council, I have the pleasure to advise you that the appropriate authorities in UAR has agreed and accepted all the items in your letter. Furthermore, herewith you will find the letter to be exchanged in order to put this Agreement into effect.

Yours sincerely,

Major-General Amin HILMY II
Commander UAR LS to UNEF

Lt. General P. S. Gyani
Commander UNEF
Gaza