

No. 7434

**UNITED NATIONS
and
KENYA**

**Agreement (with annex) for the provision of operational,
executive and administrative personnel. Signed at New
York, on 1 October 1964**

Official text: English.

Registered ex officio on 1 October 1964.

**ORGANISATION DES NATIONS UNIES
et
KENYA**

**Accord (avec annexe) régissant l'envoi de personnel d'exécution,
de direction et d'administration. Signé à New
York, le 1^{er} octobre 1964**

Texte officiel anglais.

Enregistré d'office le 1^{er} octobre 1964.

No. 7434. AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF KENYA FOR THE PROVISION OF OPERATIONAL, EXECUTIVE AND ADMINISTRATIVE PERSONNEL. SIGNED AT NEW YORK, ON 1 OCTOBER 1964

The United Nations and the Government of Kenya (hereinafter called "the Government"), desiring to join in furthering the development of the administrative services of Kenya, 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,

¹ Came into force on 1 October 1964, upon signature, in accordance with article VI (1).

² For the text of this annex, see United Nations, *Treaty Series*, Vol. 489, p. 102.

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 undertake 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 Kenya 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 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 each officer. It shall provide each officer with housing if it does so with respect to its national civil servants or other comparable employees and under the same conditions as are applicable to them.

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 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 Kenya. 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 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 New York this first day of October 1964 in the English language in two copies.

For the Government
of the Republic of Kenya :

Burudi NABWERA

Ambassador Extraordinary and plenipotentiary, Permanent Representative of Kenya to the United Nations

For the United Nations :

Victor Hoo

Commissioner for Technical Assistance
on behalf of the Secretary-General