

**No. 8678**

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**UNITED NATIONS  
and  
ZAMBIA**

**Agreement relating to the arrangements for the international seminar on apartheid, racial discrimination and colonialism in Southern Africa. Signed at New York, on 6 July 1967**

*Official text : English.*

*Registered ex officio on 6 July 1967.*

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**ORGANISATION DES NATIONS UNIES  
et  
ZAMBIE**

**Accord relatif aux dispositions à prendre en vue du cycle d'études international sur l'apartheid, la discrimination raciale et le colonialisme dans le sud de l'Afrique. Signé à New York, le 6 juillet 1967**

*Texte officiel anglais.*

*Enregistré d'office le 6 juillet 1967.*

No. 8678. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF ZAMBIA RELATING TO THE ARRANGEMENTS FOR THE INTERNATIONAL SEMINAR ON APARTHEID, RACIAL DISCRIMINATION AND COLONIALISM IN SOUTHERN AFRICA. SIGNED AT NEW YORK, ON 6 JULY 1967

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Whereas the Government of Zambia (hereinafter referred to as “the Government”) made known to the Secretary-General of the United Nations its desire to act as host to the International Seminar on the Problems of Apartheid, Racial Discrimination and Colonialism in Southern Africa (hereinafter referred to as “the Seminar”), and declared its readiness to make available the facilities and services which the Government as host would be required to place at the disposal of the Seminar,

Whereas the Secretary-General of the United Nations accepted the invitation extended by the Government,

Bearing in mind that, under the terms of resolution 2116 (XX) adopted by the General Assembly on 21 December 1965,<sup>2</sup> a Government issuing an invitation for a meeting to be held within its territory agrees to defray, after consultation with the Secretary-General as to their nature and possible extent, the actual additional costs directly and indirectly involved,

The Government and the United Nations agree that the Seminar shall be held in Kitwe from 24 July to 4 August 1967, and further agree as follows :

#### I. CONFERENCE FACILITIES

The Government shall, at its expense, make available to the United Nations the City Hall building in Kitwe together with such additional space in the immediate vicinity as is necessary to provide adequate office space and shall provide the necessary installations, furniture, equipment and staff as described in Articles II to IV below.

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<sup>1</sup> Came into force on 6 July 1967 by signature, in accordance with penultimate paragraph.

<sup>2</sup> United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 76.

## II. FACILITIES AND SERVICES IN THE MEETING AREA

(a) An adequately furnished and equipped conference room for meetings of the Seminar.

(b) An adequate number of offices to accommodate the representative of the Secretary-General, the officers of the Seminar, the substantive and administrative secretariat of the Seminar including translators and typists, the liaison officer and the local personnel mentioned in Article IV below.

(c) A press working area.

(d) A conveniently located place in the Seminar area, where delegates could obtain their documents, a "document distribution station" with sufficient space, light, and shelving, and an adequate number of ditto, mimeograph and collating machines, a suitable place for the reproduction of documents, and a storage area for paper and supplies.

(e) The conference room shall be equipped for simultaneous interpretation (from and into the following four languages : English, French, Russian and Spanish) and shall also be provided with an adequate number of microphones, and sound recording equipment.

(f) An adequate number of typewriters and office machines.\*

(g) Postal, telegraph and telephone facilities for official work in connexion with the Seminar.

## III. TRANSPORTATION

The Government shall provide,\*\* at its expense :

(a) An adequate number of chauffeur-driven cars for use by the Chairman, the representative of the Secretary-General and the Secretariat of the Seminar.

(b) Adequate local transportation for participants and staff, provided by the United Nations, between their hotels and the site of the Seminar and such other transportation as may be needed for the satisfactory functioning of the Seminar.

## IV. LOCAL PERSONNEL

A. The Government shall provide the necessary local secretariat and related assistance including :

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\* The number and type of machines will be agreed upon between the representatives of the United Nations and the Government prior to the Seminar.

\*\* The number of vehicles to be provided by the Government under this article shall be agreed upon between the representatives of the United Nations and the Government prior to the Seminar.

- (a) Security Officers;
- (b) Maintenance staff;
- (c) Messengers and Cleaners;
- (d) Telephone Operators;
- (e) Information Clerks;
- (f) Documents Reproduction and Distribution Staff;
- (g) Telecommunication Officers;
- (h) Typists;
- (i) Technicians to operate and maintain the simultaneous interpretation equipment.

B. The local personnel provided by the Government shall be placed under the general supervision of the United Nations official in charge of the substantive and administrative secretariat of the Seminar.

#### V. DOCUMENTATION AND STATIONERY

(a) The United Nations shall at its expense provide the stationery and paper required for official correspondence.

(b) The Governments shall at its expense provide the stationery and paper required for the adequate functioning of the Seminar including the paper and ink for the reproduction of documents.

#### VI. FINANCIAL ARRANGEMENTS

In addition to making the facilities referred to in Articles I - V above available to the Seminar, the Government, in pursuance of General Assembly resolution 2116 (XX), shall assume responsibility for all additional costs to the United Nations resulting from the convening of the Seminar in Kitwe rather than at the United Nations. These costs are provisionally estimated at \$25,600.00. Reimbursement to the United Nations shall take place as soon as possible after the closing of the Seminar and not later than 31 December 1967.

#### VII. APPOINTMENT OF A LIAISON OFFICER

The Government shall nominate an official as liaison officer who will be responsible in consultation with the secretariat of the United Nations for ensuring that all necessary arrangements for the Seminar are made.

#### VIII. PRIVILEGES AND IMMUNITIES

(a) The Convention on the Privileges and Immunities of the United Nations shall be applicable with respect to the Seminar. In particular, the Government will accord representatives of States attending the Seminar and all

officials of the United Nations connected with the Seminar the privileges and immunities provided in the said Convention.

(b) Representatives of the specialized agencies and those of other inter-governmental organizations attending the Seminar shall be accorded the privileges and immunities provided in the Convention on the Privileges and Immunities of the Specialized Agencies.

(c) All participants and all persons performing functions in connexion with the Seminar shall be accorded such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connexion with the Seminar.

(d) The area referred to under Article II, above, shall be deemed to constitute United Nations premises, access to which shall be under the authority and control of the United Nations.

(e) All participants and all persons performing functions in connexion with the Seminar, who are not nationals of Zambia, shall have the right of entry into and exit from Zambia. They shall be granted facilities for speedy travel. Visas, where required, shall be granted free of charge.

(f) The Government shall allow the importation, duty free, of all equipment and shall waive import duties and taxes with respect to supplies necessary for the Seminar. It shall issue without delay to the United Nations any necessary import and export permits.

#### IX. POLICE PROTECTION

The Government shall furnish at its expense such police protection as may be required to ensure the efficient functioning of the Seminar without interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with the responsible United Nations official, so as to ensure a proper atmosphere of security and tranquillity.

#### X. GENERAL PROVISIONS

(a) The Government agrees to indemnify and save harmless the United Nations from any and all actions, causes of actions, claims or other demands arising out of the employment for the United Nations of the personnel referred to in article IV of this Agreement.

Any damage to the premises in the meeting area or injury to persons using such premises or damage to furniture or equipment provided by the Government shall be made good at the expense of the Government, except where it is agreed by the parties that such damage or injury is caused by the gross negligence or wilful misconduct of United Nations personnel. This shall be without

prejudice to the Government's right of recourse against third parties as long as such right is not contrary to the present Agreement.

(b) Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third to be chosen by the first two, or, if they fail to agree upon a third, then by the President of the International Court of Justice. However, any dispute which involves a question of principle concerning the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with the procedure prescribed in section 30 of that Convention.

This Agreement shall come into force upon the date of signature, or, if it is not signed on the same day on behalf of both parties, on the day in which the second signature is affixed, and shall be in force for the duration of the Seminar and for such additional period as is necessary for the preparation and winding up of administrative arrangements.

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 on the dates and at the places indicated beneath their respective signatures.

For the United Nations :

Mr. Apollo K. KIRONDE  
Special Assistant (on African Problems)  
to the Under-Secretary, Department  
of Political and Security Council  
Affairs

For the Government  
of Zambia :

Joseph BEN MWEMBA  
Permanent Representative  
of Zambia