

No. 10608

**UNITED NATIONS,
PERU and SWEDEN**

Agreement for the provision of the Technical Cadre Unit of the Swedish Stand-by Force for United Nations Service to assist in reconstruction of areas in Peru devastated as a result of the earthquake which occurred on 31 May 1970. Signed at United Nations Headquarters, New York, on 29 July 1970

Authentic text: English.

Registered ex officio on 29 July 1970.

**ORGANISATION DES NATIONS UNIES,
PÉROU et SUÈDE**

Accord relatif à l'utilisation, pour la reconstruction des zones dévastées par le séisme survenu au Pérou le 31 mai 1970, du groupe de Cadres techniques de la Force d'alerte suédoise mise à la disposition de l'Organisation des Nations Unies. Signé au Siège de l'Organisation des Nations Unies, New York, le 29 juillet 1970

Texte authentique: anglais.

Enregistré d'office le 29 juillet 1970.

AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE GOVERNMENT OF PERU AND THE GOVERNMENT OF SWEDEN FOR THE PROVISION OF THE TECHNICAL CADRE UNIT OF THE SWEDISH STAND-BY FORCE FOR UNITED NATIONS SERVICE TO ASSIST IN RECONSTRUCTION OF AREAS IN PERU DEVASTATED AS A RESULT OF THE EARTHQUAKE WHICH OCCURRED ON 31 MAY 1970

Whereas the General Assembly by resolutions 2034 (XX)² of 7 December 1965 and 2435 (XXIII)³ of 19 December 1968 has appealed to States Members of the United Nations and members of the specialized agencies to consider offering, through the United Nations or otherwise, emergency assistance to meet natural disasters including stand-by disaster relief units;

Whereas the Government of Sweden has by letter of 14 December 1967 (A/AC.121/11, pp. 12-13) offered to provide, in response to the General Assembly's request, the services of the Technical Cadre Unit of the Swedish stand-by force for United Nations Service to assist countries stricken by natural disasters;

Whereas, following a devastating earthquake in Peru on 31 May 1970, competent organs of the United Nations have urged Governments to provide the greatest assistance possible and have requested the Secretary-General to co-operate with the Government of Peru to promote with its agreement concerted international action to mobilize the necessary technical and financial resources to carry out reconstruction plans; and

Whereas through the United Nations the Government of Peru has requested and the Government of Sweden has agreed to make available its Technical Cadre Unit to assist in the reconstruction of the devastated areas,

Now, therefore, in order to provide the conditions which will best enable the Technical Cadre Unit to carry out its task of assisting the Government of

¹ Came into force on 29 July 1970 by signature, in accordance with article 10.

² United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 38.

³ *Ibid.*, *Twenty-third Session, Supplement No. 18 (A/7218)*, p. 44.

Peru in the reconstruction of the devastated areas, the United Nations, the Government of Peru and the Government of Sweden have agreed as follows :

Article 1

The Technical Cadre Unit of the Swedish stand-by force for United Nations Service, hereinafter referred to as the Unit, will be made available through the intermediary of the United Nations for an initial period up to six months to aid in reconstruction of the areas devastated in Peru as a result of the earthquake of 31 May 1970. Work of the Unit will be carried out together with other work being performed in accordance with decisions of competent United Nations organs and under the general plan of the Government of Peru. The parties may agree to extensions of the period of service as may be required.

Article 2

For the purposes of this agreement, each of the parties will designate a representative authorized to act for it on all matters covered by this agreement. The assignments of the Unit will be determined by agreement between the representative of the Government of Peru and the representative of the Government of Sweden with the assistance and advice of the representative of the Secretary-General.

Article 3

Members of the Unit will be responsible for the performance of their functions solely to the Commander of the Unit who will submit reports on the operations of the Unit to the Secretary-General through his designated representative and as appropriate to the Government of Peru and the Government of Sweden.

Article 4

The Government of Peru will assure to the Unit, its Commander and its members the conditions necessary to facilitate the performance of the functions of the Unit. It is agreed that the Government of Peru will extend the provisions of Articles I, II and III of the Convention on the Privileges and Immunities of the United Nations¹ to which it acceded on 24 July 1963² to the Unit and will extend the provisions of Article VI and Section 26 of the same Convention to the Commander and the members of the Unit.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, vol. 471, p. 294.

Article 5

In recognition that it is acting on behalf of the United Nations, the Unit is authorized to fly the United Nations flag in accordance with the United Nations Flag Code and Regulations. The Unit may display the United Nations flag on its Headquarters in Peru and otherwise as may be agreed by the Secretary-General's designated representative. In addition to the United Nations flag, the Unit may also display the flags of Sweden and of Peru. The Commander and members of the Unit may wear their national uniform. Suitable United Nations identification for the Commander and members of the Unit may be authorized by the Secretary-General's designated representative. The Commander and members of the Unit will conduct themselves at all times in a manner consistent with the purposes and principles of the United Nations and with their status under this agreement.

Article 6

All costs directly pertaining to the Unit will be borne by the Government of Sweden. The cost of material and of local labour will be paid by the Government of Peru.

Article 7

The United Nations shall bear no financial or operational responsibility in connexion with the Unit or its operation or any other matter covered by the present agreement. The Secretary-General's designated representative may, however, provide good offices to the Governments with respect to any matter arising in connexion with this agreement.

Article 8

Any dispute concerning the interpretation or application of this agreement which is not settled by negotiation or any other agreed mode of settlement shall be referred for final settlement to an arbitral tribunal to be constituted by the parties to the dispute. If a party to the agreement is not a party to the dispute, it may nevertheless be represented before the arbitral tribunal for the purposes of presenting its position on any matter affecting its interest under this agreement.

Article 9

Further provisions for the detailed implementation of this agreement not inconsistent with the provisions hereof may be set forth in a supplementary agreement or agreements to be concluded between the parties concerned.

Article 10

This agreement shall enter into force upon signature and shall remain in force until the departure of the last element of the Unit from Peru. The effective date that the departure has occurred shall be defined by agreement of the parties. The provision of Article 8 shall remain in force until all disputes arising prior to the termination of the agreement and notified to the other party or parties within three months following the date of termination have been settled.

DONE at United Nations Headquarters, New York, on this 29th day of July 1970.

For the United Nations :

C. A. STAVROPOULOS

For the Government of Peru :

[*Illegible — Illisible*]¹

For the Government of Sweden :

[*Illegible — Illisible*]²

¹ José Guzman.

² Torsten Oern.