

**UNITED NATIONS
(INCLUDING THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION
and THE UNITED NATIONS CONFERENCE
ON TRADE AND DEVELOPMENT),
INTERNATIONAL LABOUR ORGANISATION,
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS,
UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION,
INTERNATIONAL CIVIL AVIATION
ORGANIZATION,
WORLD HEALTH ORGANIZATION,
INTERNATIONAL TELECOMMUNICATION
UNION,
WORLD METEOROLOGICAL ORGANIZATION,
INTERNATIONAL ATOMIC ENERGY
AGENCY,
UNIVERSAL POSTAL UNION,
INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION
and INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT,
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Agreement on operational assistance for the provision of operational and executive personnel to the Governments of the territories (other than Southern Rhodesia) for the conduct of whose international relations the Government of the United Kingdom are responsible (with annex).
Signed at New York on 15 October 1971**

Authentic text: English.

Registered ex officio on 15 october 1971.

AGREEMENT ON OPERATIONAL ASSISTANCE ¹ BETWEEN THE UNITED NATIONS, INCLUDING THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE UNIVERSAL POSTAL UNION, THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION, AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE PROVISION OF OPERATIONAL AND EXECUTIVE PERSONNEL TO THE GOVERNMENTS OF THE TERRITORIES (OTHER THAN SOUTHERN RHODESIA) FOR THE CONDUCT OF WHOSE INTERNATIONAL RELATIONS THE GOVERNMENT OF THE UNITED KINGDOM ARE RESPONSIBLE

The United Nations, including the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteor-

¹ Came into force on 15 October 1971 by signature, in accordance with article VI (1).

ological Organization, the International Atomic Energy Agency, the Universal Postal Union, the Inter-Governmental Maritime Consultative Organization, and the International Bank for Reconstruction and Development (hereinafter referred to as “the Organizations”), being Participating and Executing Agencies of the United Nations Development Programme, and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the Government of the United Kingdom”);

Desiring to give effect to the resolutions and decisions of the Organizations relating to technical assistance in public administration, in particular resolutions 1256 (XIII)¹ and 1946 (XVIII)² of the United Nations General Assembly, which are intended to promote the economic and social development of peoples;

Considering it appropriate to join in furthering the development of the administrative and other public services of the Territories (other than Southern Rhodesia) for the conduct of whose international relations the Government of the United Kingdom are responsible;

Have entered into this Agreement in a spirit of friendly co-operation.

Article I

SCOPE OF THE AGREEMENT

1. This Agreement embodies the conditions under which the Organizations shall provide the Governments of the Territories (other than Southern Rhodesia) for the conduct of whose international relations the Government of the United Kingdom are responsible with the services of officers (hereinafter referred to as “the Officers”) to perform functions of an operational, executive and administrative character, including training, as civil servants or other comparable employees of such Governments. It also embodies the basic conditions which shall govern the relationship between such Governments and the Officers. The Territorial Government and the Officers shall either enter into contracts between themselves, or adopt such other arrangements as may be appropriate concerning their mutual relationships in conformity with the practice of the

¹ United Nations, *Official Records of the General Assembly, Thirteenth Session, Supplement No. 18 (A/4090)*, p. 16.

² *Ibid.*, *Eighteenth Session, Supplement No. 15 (A/5515)*, p. 33.

Territorial Government in regard to its own civil servants or other comparable employees. However, any such contracts or arrangements shall be subject to the provisions of this Agreement, and shall be communicated to the Organizations concerned. A reference to "the Territorial Government" shall, in relation to any Organization or in relation to any Officer, be construed as a reference to that one of the Territorial Governments for which Officers are being provided by that Organization in pursuance of this Agreement or for which that Officer is being so provided. The Government of the United Kingdom accept international responsibility for any obligations imposed on the Territorial Governments by this Agreement or by any arrangements entered into in pursuance of this Agreement in the same manner as if such obligations had been imposed on the Government of the United Kingdom.

2. The relationship between each Organization and the Officers provided by it shall be defined in contracts which the Organization concerned shall enter into with such Officers. A copy of the form of contract which the Organizations intend using for this purpose is transmitted herewith to the Government of the United Kingdom for its information, as Annex I to this Agreement. The Organizations undertake to furnish the Territorial Government with a copy of each such contract within one month after it has been concluded.

Article II

FUNCTIONS OF THE OFFICERS

1. The Officers to be provided under this Agreement shall be available to perform operational, executive, and administrative functions, including training, for the Territorial Government or, if so agreed by the Territorial Government and the Organization concerned, in other public agencies or public corporations or public bodies or in bodies which are not of a public character.

2. In the performance of the duties assigned to them by the Territorial Government, the Officers shall be solely responsible to, and be under the exclusive direction of that Government or the public or other agency or body to which they are assigned; they shall not report to nor take instructions from the Organizations or any other person or body external to that Government, or the public or other agency or body to which they are assigned, except with the approval of that Government. In each case the Territorial Government shall designate and inform the Officer and the Organization of the authority to whom the Officer shall be immediately responsible.

3. The Parties hereto recognize that a special international status attaches to the Officers made available to the Territorial Government under this Agreement, and that the assistance provided hereunder is in furtherance of the purposes of the Organizations. Accordingly the Officers shall not be required to perform functions incompatible with such special international status, or with the purposes of the Organizations, and any contract entered into by the Territorial Government and the Officer shall embody a specific provision to that effect.

4. Nationals of the country shall be provided as national counterparts to the Officers, and shall be trained by the latter to assume as early as possible the responsibilities temporarily assigned to the Officers pursuant to this Agreement. Appropriate facilities for the training of such counterparts shall be furnished by the Territorial Government.

Article III

OBLIGATIONS OF THE ORGANIZATIONS

1. The Organizations undertake to provide, in response to requests from the Government of the United Kingdom, or (if the Territorial Government is authorized in that behalf) from the Territorial Government, suitably qualified Officers to perform the functions described in Article II of this Agreement.

2. The Organizations undertake to provide Officers in accordance with any applicable resolutions and decisions of their competent organs, and subject to the availability of the necessary funds and of suitable Officers.

3. The Organizations undertake, within the financial resources available to them, to provide administrative facilities necessary to the successful implementation of this Agreement, including the payment of stipends and allowances to supplement, as appropriate, the salaries and related allowances paid to the Officers by the Territorial Government under Article IV, paragraph 1 of this Agreement, and upon request, the effecting of such payments in currencies unavailable to the Government, and the making of arrangements for travel and transportation outside of the territory of assignment, when the Officers, their families or their belongings are moved under the terms of their contracts with the Organization concerned.

4. The Organizations undertake to provide the Officers with such subsidiary benefits as the Organizations may deem appropriate, including compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Territorial Government. Such subsidiary benefits shall be specified in the contracts to be entered into between the Organization concerned and the Officers.

5. The Organizations undertake to extend their good offices towards making any necessary modifications to the conditions of service of the Officers, including the cessation of such services, if and when this becomes necessary.

Article IV

OBLIGATIONS OF THE TERRITORIAL GOVERNMENT

1. The Territorial Government shall contribute to the cost of implementing this Agreement by paying the Officers the salary, allowances and other related emoluments which would be payable to a national civil servant or other comparable employee holding the same rank to which the Officers are assimilated, provided that if the total emoluments forming that Government's contribution in respect of an Officer should amount to less than twelve and one-half per cent of the total cost of providing that Officer, or to less than such other percentage of such total cost as the competent organs of the Organizations shall determine from time to time, that Government shall make an additional payment to the United Nations Development Programme, or to the Organization concerned, as appropriate, in an amount which will bring that Government's total contribution for each Officer to twelve and one-half per cent or other appropriate percentage figure of the total cost of providing the Officers, such payment to be made annually in advance.

2. The Territorial Government shall provide the Officers 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 Officers are assimilated.

3. The Territorial Government shall use its best endeavours to find 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 Territorial Government shall grant the Officers annual and sick leave under conditions not less favourable than those which the Organization providing the Officers applies to its own officials. The Territorial Government shall also make any arrangement necessary to permit the Officers to take such home leave as they are entitled to under the terms of their contracts with the Organization concerned.

5. The Territorial Government recognizes 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 stipends, emoluments and allowances paid to them by the Organizations;
- (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 currency or exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions to the Government of the United Kingdom;
- (f) be given, together with the spouses and relatives dependent on them, the same repatriation facilities in time of international crises as diplomatic envoys;
- (g) have the right to import free of duty their furniture and effects at the time of first taking up their posts in the country.

6. The Territorial Government shall be responsible for dealing with any claims which may be brought by third parties against the Officers or against the Organizations and their agents and employees, and shall hold the Officers, the Organizations and their agents and employees harmless in the case of any claims or liabilities resulting from operations under this Agreement: provided that this paragraph shall not apply where it is agreed by the Territorial Government and the Organization concerned (or, where appropriate, the Administrator of the United Nations Development Programme) that such claims or liabilities arise from the gross negligence or wilful misconduct of the Officers or the agents or employees of the Organization concerned.

7. When requesting the Organizations to provide the Officer in pursuance of this Agreement, the Government of the United Kingdom or the Territorial Government, as the case may be, shall furnish the Organizations with such information as the Organizations may request about the post to be filled and the terms and conditions upon which the Officer will be employed in that post.

8. The Territorial Government shall ensure that, in respect of each post filled, the date upon which the Officer's assignment commences in that Government's service shall coincide with the date of appointment entered in his contract with the Organization.

9. The Territorial 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 Organizations information on the results achieved by this assistance.

10. The Territorial Government shall defray such portion of the expenses of the Officers to be paid outside the country as may be mutually agreed upon.

11. Should the services of an Officer be terminated at the initiative of the Territorial Government under circumstances which give rise to an obligation on the part of an Organization to pay him an indemnity by virtue of its contract with the Officer, the Territorial Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or other comparable employee of like rank in the event of the termination of his services in the same circumstances.

Article V

SETTLEMENT OF DISPUTES

1. Any dispute between the Territorial Government and any Officer arising out of, or relating to, the conditions of his service may be referred to the Organization providing the Officer by either the Government of the United Kingdom or (if the Territorial Government is authorized in that behalf) by the Territorial Government or the Officer involved, and the Organization concerned 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 of this Article.

2. Any dispute between the Organizations and the Government of the United Kingdom or the Territorial 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 of this Article.

3. Any dispute to be submitted to arbitration shall be referred to three arbitrators for a decision by the 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. The Agreement concluded between the Government of the United Kingdom and the United Nations for the Provision of Operational and Executive Personnel to Overseas Territories of the United Kingdom, signed at New York on 27th June, 1963,¹ as extended to Northern Rhodesia and Nyasaland by the Agreement signed at New York on 9th March, 1964,² is hereby terminated,³ and any person who has been provided in pursuance of that Agreement to serve a Territorial Government and who is still so serving at the commencement of this Agreement shall be deemed, as from the commencement of this Agreement, to be an Officer who has been provided for that Government in pursuance of this Agreement but otherwise subject to any existing contract which he may have with that Government or with the Organization concerned; provided that where, for the purpose of determining the obligations of the

¹ United Nations, *Treaty Series*, vol. 469, p. 145.

² *Ibid.*, vol. 490, p. 472.

³ See p. 415 of this volume.

Territorial Government to the Officer the provisions of this Agreement differ from those of the Agreement under which he was originally provided to serve that Government, he shall be entitled to opt as to which of those two Agreements shall apply for that purpose in his case. The provisions of this Agreement shall not apply to Officers provided by any Organization, other than the United Nations, under the regular programme of technical assistance of such Organization, where such regular programme of technical assistance is subject to a special agreement between the Organization concerned and the Government of the United Kingdom, relating thereto.

3. This Agreement may be modified by agreement between the Organizations and the Government of the United Kingdom 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 Organization concerned and by the Government of the United Kingdom, in keeping with the relevant resolutions and decisions of the competent organs of the Organizations. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other part.

4. This Agreement may be terminated:

- (a) by any one or more of the Organizations as between the Government of the United Kingdom and the Organization or Organizations concerned by written notice given at any time to the Government of the United Kingdom; and
- (b) by the Government of the United Kingdom as respects any one or more of the Organizations by written notice given at any time to that Organization or those Organizations,

and shall terminate sixty days after receipt of such notice. The termination of this Agreement shall not affect the obligation of any Party thereto, or of any Territorial Government to any Officer who has, before the termination takes effect, been provided in pursuance of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate at New York this 15th day of October 1971 in the English Language.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

[Signed]

COLIN CROWE K.C.M.G.

Ambassador Extraordinary and Plenipotentiary, Permanent Representative to the United Nations

[Seal]

For the United Nations, including the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development, the International Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific, and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union, the Inter-Governmental Consultative Organization, and the International Bank for Reconstruction and Development:

[Signed]

Paul G. Hoffman
Administrator, United Nations Development Programme
