

No. 11481

**UNITED NATIONS
and FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS, ON BEHALF
OF THE WORLD FOOD PROGRAMME (WFP),
and
MALAWI**

**Basic Agreement concerning assistance from the World
Food Programme. Signed at Zomba on 8 April 1968**

Authentic text: English.

Registered ex officio on 1 January 1972.

**ORGANISATION DES NATIONS UNIES
et ORGANISATION DES NATIONS UNIES POUR
L'ALIMENTATION ET L'AGRICULTURE, AU NOM
DU PROGRAMME ALIMENTAIRE MONDIAL (PAM),
et
MALAWI**

**Accord de base relatif à une assistance dudit Programme.
Signé à Zomba le 8 avril 1968**

Texte authentique: anglais.

Enregistré d'office le 1^{er} janvier 1972.

**BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF
MALAWI AND THE UNITED NATIONS/FAO WORLD
FOOD PROGRAM CONCERNING ASSISTANCE FROM
THE WORLD FOOD PROGRAM**

WHEREAS the Government of Malawi (hereinafter referred to as “the Government”) desires to avail itself of assistance from the United Nations/FAO World Food Program (hereinafter referred to as “the World Food Program”) and

WHEREAS the World Food Program is agreeable to affording such assistance at the specific request of the Government.

NOW, THEREFORE, the Government and the World Food Program have entered into this Agreement embodying the conditions under which such assistance may be given by the World Food Program and utilized by the Government in accordance with the General Regulations of the World Food Program:

Article I

ASSISTANCE REQUESTS AND AGREEMENTS

1. The Government may request assistance in the form of food from the World Food Program for supporting economic and social development projects or for meeting emergency food needs arising from natural disasters or as the result of other emergency conditions.

2. Any request for assistance shall normally be presented by the Government in the form indicated by the World Food Program, through the Resident Representative of the United Nations Development Programme accredited to Malawi.

3. The Government shall provide the World Food Program with all appropriate facilities and relevant information needed for assessing the request.

4. When it has been decided that the World Food Program will give assistance in respect of a development project, a Plan of Operations shall be agreed to by the Government and the World Food Program. In the case of emergency relief operations letters of understanding shall be exchanged in lieu of the conclusion of a formal instrument between the Parties.

¹ Came into force on 8 April 1968 by signature, in accordance with article VII (1).

5. Each Plan of Operations shall indicate the terms and conditions upon which a project is to be carried out and shall specify the respective responsibilities of the Government and the World Food Program in implementing the project. The provisions of the present Basic Agreement shall govern any Plan of Operations concluded thereunder.

Article II

EXECUTION OF DEVELOPMENT PROJECTS AND EMERGENCY RELIEF OPERATIONS

1. The primary responsibility for execution of development projects and emergency operations shall rest with the Government, which shall provide all personnel, premises, supplies, equipment, services and transportation and defray all expenditure necessary for implementation of any development project or emergency operations.

2. The World Food Program shall deliver commodities as a grant without payment at the port of entry or the frontier station and shall supervise and provide advisory assistance in the execution of any development project or emergency operations.

3. In respect of each project the Government shall designate, in agreement with the World Food Program, an appropriate agency to implement the project. Should there be more than one food assistance project in the country, the Government shall designate a central coordinating agency for regulating supplies of food as between the World Food Program and the projects and between the projects themselves.

4. The Government shall provide facilities to the World Food Program for observing all stages of implementation of development projects and emergency operations.

5. The Government shall ensure that the commodities supplied by the World Food Program are handled, transported, stored and distributed with adequate care and efficiency and that the commodities and the proceeds of their sale, when authorized, are utilized in the manner agreed upon between the Parties. In the event that they are not so utilized, the Program may require the return to it of the commodities or the sales proceeds, or both, as the case may be.

6. The World Food Program may suspend or withdraw its assistance in the event of failure on the part of the Government to fulfil any of its obligations assumed under the present Agreement or any agreement concluded by virtue thereof.

Article III

INFORMATION CONCERNING PROJECTS AND EMERGENCY OPERATIONS

1. The Government shall furnish the World Food Program with such relevant documents, accounts, records, statements, reports and other information as the World Food Program may request concerning the execution of any development project or emergency operation, or its continued feasibility and soundness, or concerning the fulfilment by the Government of any of its responsibilities under the present Agreement or any agreement concluded by virtue thereof.

2. The Government shall keep the World Food Program informed regularly of the progress of execution of each development project or emergency operation.

3. The Government shall present to the World Food Program audited accounts of the use of commodities supplied by the Program and of the proceeds of their sale in each development project at agreed intervals and at the end of the project.

4. The Government shall assist in any appraisal of a project that the World Food Program may undertake, as stated in the relevant Plan of Operations, by maintaining and furnishing to the Program records required for this purpose. Any final appraisal report prepared shall be submitted to the Government for its comments and subsequently to the UN/FAO Intergovernmental Committee, together with any such comments.

Article IV

ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of a project is obtained by the Government from sources other than the World Food Program the Parties shall consult each other with a view to effective coordination of assistance from the Program and other sources.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall afford to officials and consultants of the World Food Program and to other persons performing services on behalf of the Program such facilities as are afforded to those of the United Nations and specialized agencies.

2. The Government shall apply the provisions of the Convention on the privileges and immunities of the specialized agencies¹ to the World Food Program, its property, funds and assets and to its officials and consultants.

3. The Government shall be responsible for dealing with any claims which may be brought by third parties against the World Food Program or against its officials or consultants or other persons performing services on behalf of the World Food Program in Malawi under this Agreement and shall hold the World Food Program and the above mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the World Food Program that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article VI

SETTLEMENT OF DISPUTES

Any dispute between the Government and the World Food Program arising out of or relating to this Agreement or a Plan of Operations which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. The arbitration shall be held in Rome. Each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. Should the arbitrators fail to agree upon an award they shall immediately appoint an umpire. In the event that within thirty days of the request for arbitration either Party has not appointed an arbitrator, or that the arbitrators appointed fail to agree on an award or on the appointment of an umpire, either Party may request the President of the International Court of Justice to appoint an arbitrator or an umpire, as the case may be. The expenses of the arbitration shall be borne by the Parties as laid down in the arbitral award. The arbitral award shall be accepted by the Parties as the final adjudication of the dispute.

Article VII

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature and shall continue in force unless terminated under section 3 of this article.

¹ United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348, and vol. 645, p. 340.

2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the UN/FAO Intergovernmental Committee. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this section.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfilment or termination of all Plans of Operations entered into by virtue of this Basic Agreement.

4. The obligations assumed by the Government under article V hereof shall survive the termination of this Agreement under the foregoing section 3, to the extent necessary to permit orderly withdrawal of the property, funds and assets of the World Food Program and the officials and other persons performing services on behalf of the Program by virtue of this Agreement.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Government of Malawi and of the World Food Program respectively have on behalf of the Parties signed the present Agreement.

For the Government
of Malawi:

[Signed]

Name:

J. Z. U. TEMBO

Title:

Minister of Finance

Signed at:

Zomba

Date:

8th April, 1968

For the World Food
Program:

[Signed]

Name:

G. MENZIES

Title:

UNDP Resident Representative

Signed at:

Zomba

Date:

8th April, 1968