

No. 14574

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
BELGIUM**

**Agreement concerning the participation of Belgian citizens
in the United Nations Volunteer Programme (with
annexes). Signed at Brussels on 23 December 1975 and
at Geneva on 4 February 1976**

Authentic text of the Agreement and Annex I: French.

Authentic texts of Annex II: French and Dutch.

Registered ex officio on 4 February 1976.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
BELGIQUE**

**Arrangement relatif à la participation de citoyens belges au
Programme des Volontaires des Nations Unies (avec
annexes). Signé à Bruxelles le 23 décembre 1975 et à
Genève le 4 février 1976**

Texte authentique de l'Accord et de l'annexe I : français.

Textes authentiques de l'annexe II : français et néerlandais.

Enregistré d'office le 4 février 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE BELGIAN STATE AND THE UNITED NATIONS VOLUNTEER PROGRAMME

The Belgian State (hereinafter referred to as “the State”) undertakes, to the utmost of its ability, to provide Volunteers for the United Nations Volunteer Programme (hereinafter referred to as “UNV”) in accordance with the following principles:

I. GENERAL PROVISIONS

- (a) Volunteers shall be provided in response to specific requests from UNV.
- (b) Volunteers shall be assigned to development projects in countries receiving assistance from United Nations bodies.
- (c) No Volunteer shall be sent to a country without one prior approval of its Government or remain there without the consent of that Government.
- (d) Volunteers shall in no case be assigned to the headquarters of any United Nations body or to that of UNV.
- (e) The final decision regarding the assignment of Volunteers shall rest with UNV and the Government of the recipient country.
- (f) For the duration of their contract, Volunteers shall not be reassigned by UNV without the agreement of the Belgian State and the organization of origin.
- (g) For the duration of their assignment, Volunteers shall be subject to the Rules of Conduct and Conditions of Service for United Nations Volunteers, as set forth by UNV in the Letter of Appointment (annex I).
- (h) While at the place of assignment, Volunteers shall be under the administrative authority of the Resident Representative of the United Nations Development Programme (hereinafter referred to as “UNDP”). Volunteers shall not seek or accept instructions in regard to the performance of their duties from any Government, including their own, or from any other authority external to the United Nations.

II. OBLIGATIONS OF THE BELGIAN PARTY

The Belgian State shall bear the cost of the following:

- (a) the training of Volunteers in Belgium, compulsory medical examinations and inoculations and visa formalities and related costs, if any;
- (b) round-trip economy-class travel from Brussels to the place of assignment for Volunteers and their dependants;
- (c) the transport of baggage: on the journey out, up to 300 kg. for the Volunteer, 150 kg. for the spouse and 75 kg. per child; on the return journey, up to

¹ Came into force on 4 February 1976 by signature.

200 kg. for the Volunteer, 100 kg. for the spouse and 50 kg. per child, less the free baggage allowance;

- (d) the payment to the Volunteers of the allowances specified by the Royal Decree of 24 September 1964 as amended to date or hereafter, together with their overseas social security contributions (annex II).

III. OBLIGATIONS OF UNV

(a) UNV shall be responsible for all expenses connected with the stay of Volunteers in the country, in accordance with the conditions laid down in the Letter of Appointment, including payment of a settling-in grant and monthly living allowance, housing costs and other expenses.

(b) It also undertakes when submitting a request for Volunteers to the Government to provide a detailed job description, including the general background of the project to which the Volunteer is to be assigned.

(c) UNV shall, where necessary, assume responsibility for giving basic orientation and training in the local language to Volunteers sent by the Belgian State.

(d) UNV shall make the necessary arrangements, subject to reimbursement of costs by the Belgian State, for travel by Volunteers within the country of assignment from the place of disembarkation to the place of employment and vice versa for the return journey upon the expiry of the contract, as well as the transport of baggage within the limits specified in II (c).

(e) The financial obligations of UNV shall be limited to those set forth in section III.

IV. SUPPLEMENTARY PROVISIONS

(a) Volunteers shall in principle receive 24-month assignments, excluding the period of basic orientation and language training.

(b) Performance reports on Volunteers, countersigned by the Project Manager and the Resident Representative of UNDP in the country of assignment, shall be transmitted by UNV to INTERCODEV, which is a federation of all Belgian voluntary associations approved by the Belgian State.

(c) Full particulars concerning any dispute between a Volunteer and UNV shall be communicated to the organization of origin, which shall take all necessary steps to safeguard the interests of the Volunteer in question.

(d) The conditions of service shall be set forth in full detail in the Letter of Appointment. The Letter shall cover the entire period of employment at the place of assignment, including, if necessary, the period of training in the country.

(e) Any decision by UNV to terminate a contract of engagement shall be communicated by UNV to the Belgian State.

The terms and conditions of this Agreement may be modified by exchange of letters between UNV and the Belgian State.

For the Belgian State:

[Signed]

23-12-1975

RENAAT VAN ELSLANDE
Minister for Foreign Affairs
and Development Co-operation

For the United Nations
Volunteer Programme:

[Signed]

4/2/76

JOHN GORDON
Co-ordinator

A N N E X I

UNV Form VC 1-F

UNITED NATIONS VOLUNTEERS GENEVA

1. It is with great pleasure that I welcome you as a United Nations Volunteer. You have been accepted to serve in..... assigned to..... which is being implemented by..... The effective date of engagement shall be the day of arrival in the country of assignment or at the place of UNV orientation within the region.

2. The date of arrival is scheduled to be..... Your engagement will last months. Any curtailment or extension of this term may be arranged in accordance with the needs of the project.

3. A description of the tasks to which you are assigned is attached. It is understood that in the performance of your duties you will work under the overall professional supervision and control of

4. While you are within the country of assignment you will be under the administrative authority of the Resident Representative of the United Nations Development Programme (UNDP), whose name and address, together with a description of the functions performed by his office, appear in the documents annexed to this letter.

5. Also annexed are the Conditions of Service and Rules of Conduct, and I assume that they are understood by and acceptable by you.

6. To confirm your dedication to the principles of the United Nations Charter and the goals of United Nations Volunteers, I would ask you to sign the attached pledge.

7. If you will kindly sign and return to me one copy of this letter as evidence of your acceptance of the terms of your engagement, together with the signed pledge, you will receive the UNV certificate. Further instructions will be issued to you by.....

8. With appreciation for your services and with best wishes for success in your assignment.

Yours sincerely,

.....
*Co-ordinator
United Nations Volunteers*

.....
Date

To: Co-ordinator, United Nations Volunteers
United Nations Development Programme
Palais des Nations Unies
1211 Geneva, Switzerland

I hereby accept the engagement to serve as a United Nations Volunteer in accordance with the terms of your letter of appointment and subject to the Rules of Conduct and Conditions of Service of United Nations Volunteers attached to it.

.....
Signature of Volunteer

.....
Date

UNV FORM VC 2-F

UNITED NATIONS
NEW YORK

Pledge of Commitment of United Nations Volunteers

I pledge to exercise with dedication, discretion and conscience such duties as shall be entrusted to and undertaken by me as a United Nations Volunteer, to comport myself in accordance with the rules of conduct of United Nations Volunteers, to work for social and economic development of the country of assignment in accordance with the principles of the United Nations Charter and not to seek or accept instructions in regard to the performance of my duties from any Government or from any other authority external to the United Nations system.

.....
Signature

.....
Date

.....
Place

UNV FORM VC 3a-F

UNITED NATIONS VOLUNTEERS
GENEVA

*RULES OF CONDUCT AND CONDITIONS OF SERVICE
FOR UNITED NATIONS VOLUNTEERS*

I. RULES OF CONDUCT

The United Nations Volunteers constitutes a part of the common endeavour for the achievement of economic and social development and a better society to which the organizations of the United Nations system are collectively committed.

1. In keeping with the pledge of commitment, Volunteers shall discharge their functions and regulate their conduct with the interest of the United Nations only in view.

2. In accordance with the highest ideals of a volunteer service, Volunteers shall be guided by the sole motive of devoting their knowledge and abilities without regard to any financial benefit or gain to the realization of the broad objectives as laid down by the United Nations Charter for the economic and social advancement of mankind.

3. Volunteers shall not engage in any activity which is incompatible with the proper discharge of their duties or participate in any outside employment.

4. While Volunteers are not expected to give up their national sentiments or their political and religious convictions, they shall not engage in any political activity which might be inconsistent with the independence and impartiality required of a member of the United Nations Volunteers. Furthermore, Volunteers should avoid any action and in particular any public statement which might adversely reflect on their special international status as members of the United Nations Volunteers.

5. During the period of their assignment, Volunteers shall not without prior explicit approval of the resident representative issue statements to the press, radio or other agencies of public information, release any visual information for publication, or take part in mass communication activities such as film, radio or television productions which are in any way related to project activities or to the aims, activities or interests of the United Nations or the host country.

6. Volunteers shall at all times respect the existing laws and moral codes and traditions prevailing in the host country.

II. CONDITIONS OF SERVICE

7. It is understood that the following conditions of service relate specifically to the duration of assignment in the field. Any obligations incurred prior to the arrival of a Volunteer in the country of service or following the completion of the term of his assignment shall be the responsibility of the sponsoring organization. Further, any prior contractual agreement between a Volunteer and the sponsoring organization shall be superseded during the course of his assignment by the provisions set out below in so far as they may conflict with that contract.

Arrival grant

8. An appropriate arrival grant shall be payable to Volunteers on their initial arrival at the country of assignment.

Living allowance

9. Volunteers shall receive a monthly living allowance in local currency.

Accommodation

10. Volunteers shall be provided with simple but adequately furnished accommodation free of any rental. A special allowance may be paid to Volunteers in lieu of such accommodation.

Travel allowance

11. Travel expenses in local currency shall be payable whenever Volunteers are called upon to undertake official travel within the country of assignment in the performance of their duties. Volunteers shall be informed of the conditions under which the above-mentioned expenses will be paid.

Annual leave

12. Volunteers shall be entitled to annual leave at the rate of two-and-a-half working days a month, which they will be expected to take during their term of assignment. Such leave shall be arranged with the project manager and approved by the resident representative. No payment may be made in lieu of accrued leave. As a general rule, leave shall be restricted to the area of service. Exceptions will have to be approved by the resident representative, who must also be informed of the Volunteer's address during periods of leave.

Sick leave

13. In the event of any absence due to illness, injury or public health requirements, the Volunteer shall be required to submit a report. Where the absence is for five consecutive working days or longer, it shall be supported by a certificate from a qualified member of the medical profession. During illness Volunteers shall not leave the area of the duty station without the prior approval of the resident representative or the project manager concerned.

Medical and hospital expenses

14. The United Nations Volunteers shall take the responsibility for medical and hospital expenses arising from injury or illness incurred by the Volunteer during the course of assignment. For this purpose, in the first instance, the government health services shall be made available to Volunteers free of charge. This provision shall include the following:

- (a) all medical expenses caused by illness or accident during the period of assignment;
- (b) expenses for curative dental care;
- (c) all expenses for medical examinations, including immunizations and inoculations while in the country of assignment;
- (d) all transportation costs resulting from accident or illness, including evacuation;
- (e) all follow-up expenses for accident or illness incurred while under contract.

Compensation for injury or illness attributable to service

15. In the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations Volunteers, the Volunteer, or his dependants in the event of death, shall be entitled to compensation in accordance with the provisions established for the United Nations Volunteers.

Medical examination

16. Volunteers may be required to undergo periodic medical examinations, including such immunization and inoculation or vaccination as may be necessary. Further, they shall undergo a medical examination on the completion of their term of assignment, and the report of this last examination shall be submitted to the United Nations Medical Director for review.

Privileges and immunities

17. The United Nations Volunteers undertakes to negotiate with the host Government concerning the provision of such limited privileges and immunities as are necessary for the proper performance of its functions.

18. The United Nations Volunteers may waive the immunity of any Volunteer where, in the opinion of the United Nations Volunteers, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations Volunteers.

19. The United Nations Volunteers reserves the right to amend the conditions of each engagement without prejudice to the rights acquired under it. The United Nations Volunteers also reserves the right to withdraw a Volunteer from an assignment after having informed the authorities concerned.

20. The engagement as a Volunteer may be terminated by either side on six weeks' written notice.

21. The United Nations Volunteers may summarily dismiss a Volunteer for serious misconduct.

22. Any controversy arising out of the observance or non-observance of an engagement shall be resolved through appeals procedures to be established for the United Nations Volunteers.

ANNEX II

UNOFFICIAL CO-ORDINATED TEXT OF THE ROYAL DECREE OF 24 SEPTEMBER 1964 ON PERSONS APPROVED AS VOLUNTEERS FOR CO-OPERATION WITH DEVELOPING COUNTRIES, AS AMENDED BY THE ROYAL DECREES OF 10 APRIL 1969, 30 AUGUST AND 27 OCTOBER 1971, 23 JANUARY AND 3 SEPTEMBER 1974, AND 30 JUNE 1975

We, Baudouin, King of the Belgians, to all, present and to come, extend greetings.

Having regard to article 67 of the Constitution,

Having regard to the decisions of 14 February and 24 June 1964 of the Ministerial Committee on Development Co-operation,

Having regard to the agreement of our Minister of Finance dated 24 June 1964,

Having regard to the opinion of the Council of State,

On the proposal of our Minister for Foreign Trade and Technical Assistance,

We have decreed and hereby decree as follows:

Article 1. The Minister for Development Co-operation or his representative may approve as Volunteers persons desirous of engaging in disinterested co-operation with the peoples of developing countries (R.D.30 August).

Article 2. In order to be approved, a candidate must fulfil the following conditions:

1. be of Belgian nationality;
2. be at least 18 years of age;
3. serve in a developing country under a programme or project of public interest;
4. possess the training and skills required for the performance of his duties;
5. have concluded a contract of engagement of at least one year's duration with a recognized association, pursuant to article 4;

6. receive remuneration not exceeding that customarily paid for similar services to nationals of the country receiving technical assistance.

If any one of these conditions ceases to hold good, approval shall be withdrawn.

Article 3. The developing countries taken into consideration for purposes of the implementation of this Decree shall be those receiving technical assistance from the United Nations or one of its specialized agencies.

Article 4. The Minister responsible for technical assistance may, on the advice of the Advisory Council on Development Co-operation, grant recognition to any association which fulfils the following conditions:

1. it is constituted as a non-profit association under Belgian law;
2. it proposes a programme or project of public interest whose purpose is in accordance with over-all Belgian policy regarding co-operation;
3. it guarantees to pay the travel and repatriation costs of Volunteers who conclude contracts of engagement with it;
4. it makes every effort to ensure that the working conditions of Volunteers are satisfactory from the moral, physical and health standpoints;
5. it agrees to submit to verification of the implementation of the programme or project on which its recognition was based, particularly the assignment and utilization of Volunteers.

Article 5. Recognition shall be withdrawn by the Minister responsible for technical assistance, following consultation with the Advisory Council, from any association which ceases to fulfil all the conditions laid down in article 4.

Withdrawal of recognition from an association shall entail withdrawal of the approval of Volunteers engaged by the association.

Article 6. Persons approved as Volunteers shall receive, from Treasury funds, the following benefits:

1. payment of overseas social security contributions for old-age sickness/disability and accident insurance (all normal risks);
2. an allowance of 3,000 francs a month while in the developing country, such allowance to be paid into an account opened in Belgium on behalf of the Volunteer, who may not dispose of the sums paid into his account until the expiry of the period for which he has been approved.
3. R.D. 10 April 1969. As from 1 January 1969, the said allowance shall be linked to fluctuations in the general retail price index of the Kingdom in accordance with the procedures laid down in the Act of 12 April 1960 unifying the various retail price-index linking systems; the resulting settlement shall not exceed 125 per cent of the amount of the allowance.

Article 6 bis. R.D. 10 April 1969. Upon the expiry of the period of service for which they have been approved, the persons referred to in article 1 shall receive, from Treasury funds, for a period equal to one-sixth of the period of overseas service completed since 1 January 1969 on the basis of such approval:

1. overseas social security coverage as specified in article 6 (1);
2. a monthly allowance identical to that specified in article 6 (2), to be paid into the account opened in Belgium on behalf of the person concerned.

The benefits specified in paragraph 1 shall lapse as from the date on which the person concerned resumes overseas service after being reapproved.

3. Sick leave (R.D. 30 June 1975). In the event that they return to Belgium by reason of sickness, the persons referred to in article 1 shall receive from Treasury funds, for

a period not exceeding six months, a monthly allowance identical to that specified in article 6 (2).

The said allowance shall be paid into the account opened in Belgium on behalf of the Volunteer. It may not be added to the benefit provided for in paragraph 1 of this article.

This benefit shall lapse as from the date on which the persons concerned resume overseas service under the current approval or upon reapproval or as from the time when they cease to receive sickness/disability insurance coverage from the Office of Overseas Social Security (with effect from 1 January 1975).

Article 6 ter. R.D. 10 April 1969. In the case of approved persons who are again on overseas service as at 1 January 1969, only the period of overseas service completed after that date shall be taken into account in granting the benefits provided for in article *bis* 6.

Article 6 quarter. R.D. 3 September 1974. Approved Volunteers shall receive a resettlement grant of 1,000 francs per month of overseas service and per dependent child. This allowance shall be paid at the end of each period of service on presentation of supporting documents (with effect from 1 January 1974).

Article 6 quinquies. R.D. 3 September 1974. Approved Volunteers shall receive an equipment allowance of 5,000 francs. This allowance shall be paid in a lump sum at the time of initial departure, on presentation of a ticket or proof of a travel reservation (with effect from 1 January 1974).

Article 7. Persons who, at the time of the entry into force of this Decree, are already serving in a developing country may be approved as Volunteers if they fulfil the conditions laid down in article 2.

Article 7 bis. R.D. 27 October 1971. With a view to co-ordinating activities in connexion with Volunteers, a Volunteers Contact Committee shall be established.

The task of the Committee shall be to offer advice on all matters relating to bilateral and multilateral Volunteers, particularly as regards:

- recognition of non-governmental organizations;
- approval and possible financing of programmes and projects involving service by Volunteers;
- the approval of Volunteers.

Article 7 ter. R.D. 27 October 1971. The Volunteers Contact Committee shall have as its Chairman the Minister for Development Co-operation or his representative; it shall be composed of the members of the Executive Board of INTERCODEV and representatives of the General Administration for Development Co-operation designated by the Minister.

Article 7 quarter. R.D. 23 January 1974. Volunteers approved for secondment to the United Nations Volunteers and members of their families may receive assistance in defraying their travel and baggage costs for purposes of traveling to and from the place of assignment.

The Minister shall determine the conditions and arrangements for such assistance (M.D. of 15 June 1974).

Article 7 quinquies. R.D. 3 September 1974. Costs of administration and of specific training activities incurred by "International Development Co-operation" in connexion with its participation in the United Nations Volunteers shall be borne by the Belgian Treasury and reimbursed in an amount and according to a procedure to be determined by the Minister for Foreign Affairs and Development Co-operation (with effect from 1 January 1974).

Article 8. Our Minister responsible for technical assistance shall have the task of implementing this Decree.

DONE at Brussels on 24 September 1964.

BAUDOUIN

For the King:
Minister for Foreign Trade
and Technical Assistance,

M. BRASSEUR
