

No. 15026

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

**Basic Agreement concerning assistance from the World
Food Programme to the Government of Cape Verde.
Signed at Praia on 5 August 1976**

Authentic text: French.

Registered ex officio on 25 September 1976.

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

**Accord de base relatif à une assistance du Programme ali-
mentaire mondial au Gouvernement cap-verdien. Signé
à Praia le 5 août 1976**

Texte authentique : français.

Enregistré d'office le 25 septembre 1976.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF CAPE VERDE AND THE UNITED NATIONS/FAO WORLD FOOD PROGRAMME CONCERNING ASSISTANCE FROM THE WORLD FOOD PROGRAMME

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

WHEREAS the World Food Programme is agreeable to according such assistance at the specific request of the Government,

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

Article I. ASSISTANCE REQUESTS AND AGREEMENTS

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

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

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

4. When it has been decided that the World Food Programme will give assistance for a development project, a Plan of Operations shall be concluded by the Government and the World Food Programme. 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.

5. Each Plan of Operations shall state the conditions and procedures for the execution of the project and shall specify the respective responsibilities of the Government and the World Food Programme in implementing the project. The provisions of this 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 the execution of development projects and relief operations shall rest with the Government, which shall provide the necessary personnel, premises, supplies, equipment, services and transport and defray all the expenditure required for the execution of any development project or relief operation.

¹ Came into force on 5 August 1976 by signature, in accordance with article VII (1).

2. The World Food Programme shall deliver commodities without payment to the port of entry and shall supervise and provide advisory services on the execution of any development project or relief operation.

3. In respect of each project the Government shall, in agreement with the World Food Programme, appoint an appropriate agency to execute the project.

Should there be more than one food assistance project in the country, the Government shall appoint a central co-ordinating agency to deliver supplies from the World Food Programme to the projects and redistribute them among the projects.

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

5. The Government shall ensure that the commodities supplied by the World Food Programme are handled, transported, stored and distributed with the necessary 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 Programme may require the return to it of the commodities or the proceeds of their sale, or both, as the case may be.

6. The World Food Programme 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 this Agreement or any agreement concluded pursuant to it.

Article III. INFORMATION CONCERNING PROJECTS AND RELIEF OPERATIONS

1. The Government shall furnish the World Food Programme with such relevant documents, accounts, records, statements, reports and information as the World Food Programme may request concerning the execution of any development project or relief operation, its continued feasibility and soundness, or the fulfilment by the Government of any of its obligations under this Agreement or any agreement concluded pursuant to it.

2. The Government shall keep the World Food Programme informed regularly of the progress of each development project or relief operation.

3. The Government shall submit to the World Food Programme for each development project audited accounts of the utilization of commodities supplied by the Programme and the proceeds of their sale at agreed intervals and at the end of the project.

4. The Government shall assist in any evaluation of a project which the World Food Programme may undertake, in accordance with the relevant Plan of Operations, by maintaining and furnishing to the Programme the documentation required for this purpose. Any final evaluation report shall be submitted to the Government for its comments and subsequently to the United Nations/FAO Intergovernmental Committee, together with any such comments.

Article IV. ASSISTANCE FROM OTHER SOURCES

Should the Government obtain assistance for the execution of a project from sources other than the World Food Programme, the Parties shall consult each other with a view to effective co-ordination of all assistance received by the Government.

Article V. FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall grant to officials and consultants of the World Food Programme and to other persons performing services on behalf of the Programme such facilities as are granted to officials of the United Nations and the 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 Programme, its property, funds and assets, and its officials and consultants.

3. The Government shall be responsible for dealing with any claim which may be brought by third parties against the World Food Programme, its officials or consultants, or other persons performing services on behalf of the World Food Programme under this Agreement and shall hold the World Food Programme and the above-mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, unless it is agreed by the Government and the World Food Programme 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 Programme 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 at a place agreed to by the Parties. 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. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if 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. The expenses of the arbitration shall be borne by the Parties in the proportions laid down in the arbitral award. The arbitral award shall be accepted by the Parties as the final settlement of the dispute.

Article VII. GENERAL PROVISIONS

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

2. This Agreement may be modified by agreement between the Parties through an exchange of letters. Any matter for which no express provision is made in this Agreement shall be settled by the Parties in accordance with the relevant resolutions and decisions of the United Nations/FAO Intergovernmental Committee. Each Party shall give careful and sympathetic consideration to any proposal to this end made by the other Party under this paragraph.

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 such notice, this Agreement shall remain in force until the completion or expiry of all Plans of Operations concluded pursuant to this Basic Agreement.

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.

4. The obligations assumed by the Government under article 5 hereof shall survive the termination of this Agreement under the foregoing paragraph 3 to the extent necessary to permit orderly withdrawal of the property, funds and assets of the World Food Programme and the officials and other persons performing services on behalf of the Programme pursuant to this Agreement.

IN WITNESS WHEREOF, the undersigned duly appointed representative of the Government of Cape Verde and the World Food Programme have, on behalf of the Parties, signed this Agreement.

For the Government
of Cape Verde:

[Signed]

Name: JOSÉ BRITO
Function: National Director of Co-
operation
Done at: Praia
Date: 5 August 1976

For the World Food Programme:

[Signed]

Name: GUNNAR ASPLUND
Function: Resident Representative
Done at: Praia
Date: 5 August 1976
