

**No. 15748**

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**UNITED NATIONS  
and  
FRANCE**

**Exchange of letters constituting an agreement on co-operation in the teaching of French at the United Nations (with annex). New York, 20 June 1977**

*Authentic text: French.*

*Registered ex officio on 20 June 1977.*

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**ORGANISATION DES NATIONS UNIES  
et  
FRANCE**

**Échange de lettres constituant un accord sur la coopération pour l'enseignement du français à l'Organisation des Nations Unies (avec annexe). New York, 20 juin 1977**

*Texte authentique : français.*

*Enregistré d'office le 20 juin 1977.*

## [TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED NATIONS AND THE FRENCH GOVERNMENT  
ON CO-OPERATION IN THE TEACHING OF FRENCH AT  
THE UNITED NATIONS

## I

PERMANENT MISSION OF FRANCE TO THE UNITED NATIONS  
NEW YORK

New York, 20 June 1977

Sir,

As a result of discussions between the representatives of the French Government and the United Nations concerning the teaching of French to the staff of the United Nations, it has been agreed to establish a programme of co-operation in the teaching of French at the United Nations and to set up a trust fund for the purpose in accordance with the following provisions:

*Article I.* The Parties declare that they have concluded this Agreement for the purpose of making available to the United Nations two French teacher/co-ordinators (one at United Nations Headquarters in New York and one at the United Nations Office at Geneva) to assist in the teaching of the French language to the staff of the United Nations.

*Article II.* With a view to assisting the United Nations to achieve the above-mentioned objective, the French Government undertakes to make annual contributions to the United Nations to defray the cost of two teacher/co-ordinators, to be recruited at the P-2 level. The contributions will cover the following expenditures:

1. the gross remuneration of two staff members (P-2 level), including the applicable post adjustment;
2. common staff costs, including assignment allowance, installation grant, removal of household goods and personal effects, dependency allowance, education grant, contributions to the health insurance scheme, contributions to the United Nations Joint Staff Pension Fund and travel expenses in connexion with home leave;
3. an amount equivalent to 14 per cent of the gross remuneration and common staff costs to cover the costs of office space, furniture, communications, supplies, equipment, etc.

*Article III.* It is also agreed that the French Government shall make a single contribution of \$US 5,000 to cover any compensation which may become payable under appendix D of the Staff Rules in the event of illness, injury or death attributable to service.

*Article IV.* An estimate of the contribution to be paid shall be communicated to the French Government not later than 1 November of the year preceding. The difference between the estimated and actual amounts for the last full year shall be communicated to the French Government at the same time, and the estimate of expenditure for the following year shall be adjusted accordingly.

<sup>1</sup> Came into force on 20 June 1977, in accordance with the provisions of the said letters.

*Article V.* The arrangements for the payment of the contributions shall be as follows:

- A. two equal instalments, to be paid each year not later than 1 January and 1 July, which shall be calculated on the basis of the estimated and/or adjusted amount of the annual contribution communicated to the French Government in accordance with the provisions of article II;
- B. the payments shall be made in United States dollars and shall be credited to the General Fund of the United Nations at the Chemical Bank branch situated at United Nations Headquarters, deposit account No. 015-005291.

*Article VI.* The United Nations undertakes to set up a trust fund with those contributions for the purpose of achieving the objective set out in article I.

*Article VII.* The use by the United Nations of the contribution shall be subject to the following restrictions:

- A. Expenditure to be charged against the contribution shall be incurred solely for the purpose of achieving the objective set out in article I and in accordance with the Financial Regulations and Rules of the United Nations.
- B. The United Nations undertakes to select and recruit, from a list of at least six qualified candidates who are employed in the French civil service and are recommended by the French Government, two French-language teacher/co-ordinators who shall be employed by the Organization in that capacity.
- C. The teacher/co-ordinators shall be appointed at the P-2 level for a period of two years, after which they shall be replaced in accordance with the procedure laid down in the foregoing paragraph B, and they shall enjoy the rights and privileges provided for in the Staff Regulations and Rules of the United Nations. The persons so appointed may be assigned only to teacher/co-ordinator posts and such appointment gives them no right to be transferred to another post in the United Nations.

*Article VIII.* The Parties agree that the aforementioned trust fund and the activities to be financed by it shall be managed by the United Nations in accordance with its Financial Regulations and Rules and its established policies and procedures.

*Article IX.* Upon completion of the agreed project, the United Nations shall consult the French Government concerning the use of any surplus or the recovery of any deficit.

*Article X.* This Agreement may be terminated, in part or in full, at any time by either Party by giving ninety (90) days' notice in writing. In the event of termination under this article, the provisions of article XI shall apply to any surplus remaining after the financial obligations incumbent on the Organization as a result of the termination have been taken duly into account.

*Article XI.* Should the French Government desire substantially to modify the purposes of the contribution referred to in article I or the activities provided for in article VI, it shall invoke article X of this Agreement and negotiate a new Agreement relating to the balance of the fund.

If the foregoing provisions meet with your approval, I have the honour to propose to you that this letter, with the annex to it, and your reply constitute an Agreement between the French Government and the United Nations.

The Agreement will enter into force on today's date.

Accept, Sir, etc.

[Signed]

JACQUES LEPRETTE  
Ambassador

Permanent Representative of France  
to the United Nations

His Excellency Mr. Kurt Waldheim  
Secretary-General of the United Nations

## A N N E X

TO THE AGREEMENT BETWEEN THE FRENCH GOVERNMENT AND THE UNITED NATIONS DATED 20 JUNE 1977 ON CO-OPERATION RELATING TO LANGUAGE COURSES

The estimated amount of the French Government's contribution to the trust fund for all of 1977, in accordance with the Agreement of 20 June 1977, would have been \$US 76,300, distributed as follows:

	<i>Gross remuneration</i>	<i>Common staff costs</i>	<i>Costs associated with common services</i>	<i>Total</i>
Headquarters (New York) . . . . .	24,300	6,200	4,300	34,800
Geneva . . . . .	29,900	6,500	5,100	41,500
TOTAL	54,200	12,700	9,400	76,300

The exact amount to be paid for the period during which the Agreement is in force in 1977 will be calculated on a *pro rata* basis.

In addition, an amount of \$US 5,000 is to be paid into the trust fund and kept on deposit by the United Nations to cover any compensation which may become payable under appendix D of the Staff Rules.

## II

## UNITED NATIONS

20 June 1977

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[See letter I]

I am to inform you that the Secretary-General of the United Nations is in complete agreement with the content of your letter and the annex thereto. Accordingly, that letter and annex, together with this reply, shall constitute an Agreement between the United Nations and the French Government, to enter into force on today's date.

Accept, Sir, etc.

For the United Nations:

[Signed]

HELMUT DEBATIN  
Assistant Secretary-General  
(Controller)

His Excellency Mr. Jacques Leprette  
Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of France  
to the United Nations  
New York, N. Y.

[Annex as under letter I]