

**No. 16911**

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**UNITED NATIONS  
and  
FRANCE**

**Agreement on the participation of French associate experts  
in the United Nations Associate Experts Programme.  
Signed at New York on 28 April 1978**

*Authentic text: French.*

*Registered ex officio on 15 August 1978.*

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**ORGANISATION DES NATIONS UNIES  
et  
FRANCE**

**Accord sur la participation d'experts associés français au  
Programme d'experts associés de l'Organisation des  
Nations Unies. Signé à New York le 28 avril 1978**

*Texte authentique : français.*

*Enregistré d'office le 15 août 1978.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS AND THE  
GOVERNMENT OF THE FRENCH REPUBLIC ON THE PARTICI-  
PATION OF FRENCH ASSOCIATE EXPERTS IN THE UNITED  
NATIONS ASSOCIATE EXPERTS PROGRAMME

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The Government of the French Republic and the United Nations,  
Desiring to conclude an agreement on the participation of French associate  
experts in the United Nations Associate Experts Programme, have agreed as follows:

*Article 1.* The United Nations undertakes to submit to the French Govern-  
ment requests for the services of associate experts when, in the view of the Organiza-  
tion, it is possible to find in France candidates with the necessary qualifications. Each  
request shall be made in the form of a job description which is circulated to each of  
the Governments participating in the programme. No associate expert shall be sent to  
a country without prior approval of its Government, or remain therein without the  
consent of that Government. The associate experts shall be recruited under the  
United Nations technical co-operation programmes and shall not occupy a perma-  
nent post at United Nations Headquarters or its regional commissions.

*Article 2.* The French Government, although not committed to the provision  
of any specific number of associate experts, undertakes to make every effort, within  
the limits of its budgetary resources, to find candidates, in response to requests sub-  
mitted to it in accordance with article 1 above.

It shall propose candidates only for posts which it specifically wishes to fill.

It shall propose only persons who, to its knowledge, are qualified for the post  
proposed, but shall assume no responsibility for the ability of candidates once they  
have been accepted by the United Nations.

*Article 3.* The decision of the United Nations to accept or reject a candidate  
proposed by the French Government is final, it being understood that no appoint-  
ment can be made without the consent of the recipient Government.

*Article 4.* The associate experts shall be appointed for one year. The French  
Government and the United Nations may extend this initial period by mutual agree-  
ment.

*Article 5.* Once a candidate proposed by France has been accepted by the  
recipient Government, the United Nations shall make the candidate a direct offer of  
employment or extension of employment and forward to the French Government a  
copy of all relevant correspondence with the candidate.

*Article 6.* The associate expert who has accepted the prescribed Letter of  
Engagement is recruited by the United Nations as a staff member of the Organization  
at the rank and level agreed upon by the French Government and the United Nations.

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<sup>1</sup> Came into force on 15 August 1978, the date of receipt of the notification from the Government of France confirm-  
ing the completion of the required formalities, in accordance with article 15.

He is subject to the Staff Rules and Regulations of the United Nations, as stipulated in his Letter of Engagement.

*Article 7.* Before any appointment is made, the United Nations shall submit to the French Government, for its approval, the budgetary estimates for the first year of service of the associate expert or for his extension.

An amount in United States dollars corresponding to the estimated expenses shall be paid by the French Government into a deposit account specially earmarked for French participation in the Associate Experts Programme of the United Nations. Conversions into dollars shall be made at the exchange rates used by the United Nations.

*Article 8.* All expenses incurred by the United Nations in implementing this Agreement shall be charged to the amount paid by France into the deposit account.

These expenses shall include:

- (a) Salaries and allowances;
- (b) Transportation of the expert and his family to and from the duty stations and related costs and allowances;
- (c) Travel costs within the country of assignment after prior agreement with the French Government;
- (d) Costs of participation in the United Nations Joint Staff Pension Fund and in the United Nations Staff Compensation Fund covering illness, disability or death;
- (e) All other identifiable but unforeseen expenses payable under the provisions of the Staff Rules and Regulations of the United Nations;
- (f) Flat-rate contribution of 12 per cent for general administrative expenses arising from the use of the associate expert.

The United Nations shall request the French Government to deposit in a specifically designated United Nations bank account the amount of the contribution agreed upon, which shall be payable in United States dollars.

*Article 9.* The United Nations shall make no financial commitment or incur any expenditure for the implementation of this Agreement before receiving the funds intended to cover these commitments or expenditures. It may, however, in exceptional and unforeseen circumstances, assume an obligation in accordance with article 8, paragraphs (d) and (e), and request France to make an additional deposit to cover the resulting costs.

*Article 10.* After the accounts have been audited, the United Nations shall submit to the French Government a statement accounting for the use of all sums expended during the preceding calendar year for the implementation of the Agreement.

*Article 11.* When this Agreement expires, the United Nations shall reimburse to the French Government the entire unspent balance remaining to France's credit in the deposit account.

*Article 12.* At regular intervals, and at least once a year, the officials of the United Nations and of the French Government directly involved in the recruitment of associate experts shall meet to study the results of their efforts and jointly review the prospects for improving the Programme.

*Article 13.* The terms of the Agreement may be modified by agreement between the United Nations and the French Government.

*Article 14.* This Agreement may be terminated at any time on three months' written notice by either of the Parties.

*Article 15.* Each of the Parties shall notify the other of the completion of the formalities required for the entry into force of this Agreement.

The Agreement shall enter into force on the date of the second of these notifications.

IN WITNESS WHEREOF, the duly appointed representatives of the United Nations and of the French Government have signed this Agreement in New York, on 28 April 1978.

For the French Government:  
The Permanent Representative  
of France to the United Nations,

[Signed]

JACQUES LEPRETTE

For the United Nations:  
The Under-Secretary-General  
Department of Technical Co-operation  
for Development,

[Signed]

ISSOUFOU S. DJERMAKOYE

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