

expédiée comme messageries par avion. Au cas où cela serait impossible, elle pourra être expédiée comme excédent de bagages.

En outre, vous aurez droit au transport de votre mobilier par terre ou par mer jusqu'à concurrence de 300 kilos (660 livres ou 66 pieds cubes) pour vous-même, 300 kilos (660 livres ou 66 pieds cubes) pour la première personne à votre charge et 100 kilos (220 livres ou 22 pieds cubes) pour chacune des autres personnes à votre charge autorisées à voyager aux frais de l'Organisation, étant entendu que le total pour vous-même et les personnes à votre charge ne pourra dépasser 900 kilos (1 980 livres ou 198 pieds cubes).

7. *Congé annuel.* Vous aurez droit à un congé annuel à raison de deux jours et demi ouvrables par mois, que vous devrez prendre autant que possible pendant votre mission. Vous devrez présenter un état mensuel des congés que vous aurez ainsi pris en indiquant «NÉANT» lorsque vous n'aurez pris aucun congé au cours du mois.

Si votre mission est prorogée, vous pourrez reporter 30 jours au plus de congé de la première année sur la seconde, le début de celle-ci coïncidant avec la date anniversaire de votre engagement initial; vous pourrez reporter 45 jours au maximum de la deuxième année de service sur la troisième; par la suite, vous pourrez reporter d'une année sur l'autre, 60 jours au maximum de congé annuel accumulé.

Si, au moment de votre cessation de service, vous avez accumulé des jours de congé annuel, vous recevrez en compensation une somme égale au traitement de base qui correspond à ces journées, jusqu'à concurrence de 45 jours, si la durée de vos services est égale ou inférieure à deux ans, ou de 60 jours, si la durée de vos services est supérieure à deux ans.

8. *Congés de maladie.* Vous pourrez bénéficier d'un congé de maladie à plein traitement pendant 3 mois au maximum et à mi-traitement pendant 3 mois au maximum, au cours d'une période de 12 mois consécutifs, étant entendu que le total du congé de maladie autorisé au cours d'une période de 4 années consécutives ne pourra dépasser 18 mois, dont 9 mois à plein traitement et 9 mois à mi-traitement.

Vous devrez présenter un relevé mensuel de toute absence motivée par une maladie ou par un accident, ou due à l'application de dispositions visant à protéger la santé publique. Toute absence de 5 jours ouvrables consécutifs ou plus devra être justifiée par un certificat délivré par un médecin qualifié.

Lorsque vous êtes en congé de maladie, vous ne devez pas quitter la région de votre lieu d'affectation sans l'autorisation préalable de l'ONU. Le droit au congé de maladie s'éteint à la cession de service.

9. *Frais médicaux et frais d'hospitalisation.* L'ONU vous remboursera les frais médicaux et les frais d'hospitalisation (mais non les frais dentaires) entraînés par tout accident ou toute maladie survenus au cours de votre mission. La présente disposition ne s'applique ni aux opérations de chirurgie corrective, ni à la poursuite ou à la reprise du traitement curatif d'une affectation antérieure à la date de votre nomination.

10. *Indemnité en cas d'accident ou de maladie imputable au service.* En cas de maladie, d'accident ou de décès imputable à l'exercice de fonctions officielles au service de l'Organisation, vous aurez droit (ou, en cas de décès, les personnes à votre charge auront droit) à une indemnité conformément aux dispositions de l'appendice D du Règlement du personnel applicables aux fonctionnaires de carrière nommés à titre permanent, étant entendu qu'en cas d'invalidité permanente ou de décès, l'indemnité éventuelle sera diminuée de la fraction de l'indemnité versée au titre de l'assurance-

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF BELGIUM CONCERNING THE RECRUITMENT OF ASSOCIATE EXPERTS

I

UNITED NATIONS
NEW YORK

31 January 1963

TE 222/1

Sir,

On 10 July 1962, I acknowledged receipt of your letter dated 15 June 1962 by which you transmitted to the Secretary-General a letter from the Minister for Foreign Trade and Technical Assistance of Belgium, dated 13 June 1962, concerning the secondment of Belgian associate experts to the United Nations with a view to their possible assignment on missions under United Nations technical assistance programmes.

I now have the honour to inform you that the competent Secretariat departments have studied the proposals contained in the note relating to the text of a possible agreement and had the benefit of discussing them with Mr. Marcel Pochet, Director of the Office of Co-operation for Development during his stay at Headquarters.

Although the appointments in question are made by the Secretary-General under the United Nations Staff Regulations, they are as you know, expressly excluded from the scope of the Staff Rules applicable to technical assistance project personnel (rule 200.1(e)), each expert receiving a letter of appointment drawn up in accordance with the basic principles and procedures agreed by letter between the United Nations and the Governments concerned. As the number of associate experts increases, it will no doubt become desirable to include appropriate provisions in the Staff Rules but, in the meantime, the Secretary-General proposes to proceed by exchange of letters.

The Secretary-General, in order both to take full account of the wishes of the Belgian Government concerning the status and remuneration of associate experts and to ensure economy and flexibility in the Organization's administrative procedures by applying, in this instance, the normal scale for junior experts, submits for your consideration the basic principles and procedures set out hereunder. Since these procedures provide for the payment of a month's salary at the duty station and not in Belgium on completion of the mission, I am sending to you herewith, for information, a comparative statement indicating, for those countries currently benefiting from the services of associate experts, how the cost is established according to the scale that you propose in your letter, according to the scale applicable to associate

¹ Came into force on 12 April 1963 by the exchange of the said letters.

experts from the Netherlands and according to the uniform United Nations scale for posts at the P-1 level, step I (regular appointment). You will see that, for most countries, the costs are very similar and that, where they differ, adjustments can be made by changing the step. The proposed basic principles and procedures are as follows:

1. The Belgian Government undertakes to provide associate experts under the technical assistance programmes of the United Nations, or under projects for which the United Nations has been designated executing agency, in accordance with the following basic principles:

- (a) The services of associate experts shall be provided in response to specific requests from the United Nations which, for its part, shall request such experts only when asked to do so by recipient countries; associate experts shall be responsible for assisting experts of the United Nations; no associate expert shall be sent to a country without the prior consent of the Government of that country or remain there without its continuing approval;
- (b) Associate experts shall not be placed in any established post at United Nations Headquarters;
- (c) The final decision regarding the appointment of associate experts shall rest with the United Nations and the recipient country;
- (d) Associate experts shall, for the duration of their assignment to the United Nations, be subject, as international civil servants, to the rules and regulations of the United Nations as set forth in the letter of appointment issued by the United Nations;
- (e) The Belgian Government shall be responsible for all identifiable costs such as salaries, allowances, insurance, and travel costs to and from the duty station.

2. The United Nations undertakes to submit requests for associate experts to the Belgian Government when, in its opinion, candidates fulfilling the necessary requirements can be found in Belgium. Each request shall normally take the form of a job description and shall also give the name and nationality of the expert whom the candidate is to assist and indicate whether the request has also been submitted to any other country or countries providing associate experts.

3. The Belgian Government, while not committed to the provision of a specific number of associate experts in any given period, undertakes to make every effort to find suitable candidates in response to any request submitted to it, in accordance with paragraph 2 above, and to inform the United Nations of the outcome of such efforts within a reasonable period of time.

4. Each associate expert shall be appointed for an initial period of not more than 12 months. This period may, however, be extended by the United Nations with the agreement of the Belgian Government and the Government of the recipient country.

5. As soon as an associate expert has been accepted by the United Nations and the recipient country and a tentative date has been set for his entry on duty, the Belgian Government shall pay the sum considered necessary in the light of the provisions of paragraph 6 below into an account entitled "Belgian Associate Experts" opened by the United Nations. Unless otherwise agreed in a particular case, the sum in Belgian francs shall be freely convertible and shall be established through a separate exchange of letters between the United Nations and the Belgian Government. The same procedure shall apply in cases where the initial period of service of an associate expert is extended in accordance with paragraph 4 above.

6. The United Nations shall meet from this account all expenses connected with the assignment of Belgian associate experts, namely:

- (a) Salaries and allowances;
- (b) Travel costs to and from the duty station and related costs and allowances;
- (c) Travel costs to and from the duty station for dependants, and related costs and allowances;
- (d) Insurance of the associate expert against illness, disability and death;

(e) Reimbursement of administrative costs as agreed upon between the United Nations and the Belgian Government.

7. Payments against the account in currencies other than Belgian francs shall be made at the exchange rates applied by the United Nations.

8. Each year, as soon as audited accounts are available, the United Nations shall submit to the Belgian Government a statement of the financial position of the account as at 31 December of the preceding year.

9. In the letter of appointment, the United Nations shall describe in detail all the conditions of service. A standard letter of appointment is attached.

10. The terms and conditions of the present letter may be amended by a further exchange of letters between the United Nations and the Belgian Government.

11. These provisions shall remain in force until terminated by either the Belgian Government or the United Nations. Written notice of such termination shall be given three months in advance.

If these proposals and basic principles meet with the approval of the Belgian Government, I propose that this letter and your reply indicating such agreement be regarded as constituting express acceptance of the present arrangement between the Belgian Government and the United Nations.

Accept, Sir, etc.

WILLIAM R. LÉONARD
Acting Commissioner for Technical Assistance

His Excellency Mr. Walter Loridan
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Belgium
to the United Nations
Permanent Mission of Belgium
to the United Nations
New York

LETTER OF APPOINTMENT — ASSOCIATE EXPERTS

To:

The United Nations and the Belgian Government have agreed on an arrangement supplementing the United Nations Expanded Programme of Technical Assistance which will enable young Belgian nationals with the requisite qualifications to gain practical experience in their professions while participating in the implementation of the Programme of Technical Assistance.

Under this arrangement, the Belgian Government bears all the costs involved in the assignment to the United Nations of "associate experts", as appointees under this arrangement are called. The United Nations provides the administrative services necessary to the satisfactory execution of a multinational project and the recipient Government accepts the associate expert as a participant in the Expanded Programme of Technical Assistance on the same basis as the senior expert.

I am pleased to offer you a temporary fixed-term appointment as an associate expert in accordance with the Staff Regulations of the United Nations, as supplemented

by the following terms and conditions, and subject to your health being found satisfactory following a medical examination.

Conditions of service

1. You will be required to subscribe to the oath of office required of technical assistance experts appointed by the United Nations under the Expanded Programme of Technical Assistance.

2. This appointment will be for and will take effect from You will be assigned to and your official duty station will be, where you will work with the technical assistance expert in the field of assigned to that station. You may be transferred to another area during this assignment.

3. During this assignment your salary and allowances will be as indicated below. At least 25 per cent of the base salary will be paid in the currency of your country of origin if your dependants reside at the duty station (following travel paid for by the United Nations). Fifty per cent of the base salary will be paid in your home currency if you have no dependants or if your dependants have not travelled to the duty station at the Organization's expense. The remainder of your salary may be paid in either the currency of your country of origin or in the currency of the country of assignment, or both:

- (a) Salary: equivalent of \$.....;
- (b) Dependency allowance: equivalent of \$.....;
- (c) Assignment allowance (payable only in the currency of the country of assignment): equivalent of \$.....;
- (d) Post adjustment (payable only in the currency of the country of assignment): equivalent of \$.....

NOTE. The Post Adjustment varies from country to country. The rate is revised periodically and is subject to change without notice.

In addition to the above, you are entitled to receive a service benefit upon completion of your assignment under conditions established by the United Nations. This benefit is payable only on completion of at least one year's service. Normally, it is calculated at the rate of 8 per cent of the base salary for each year of service.

4. During any official travel within the mission area, you will receive a daily subsistence allowance at the rate determined by the United Nations for the area.

5. You will be provided with an economy (or tourist) class air ticket for your journey from to and back. Your travel costs will also be paid for any official travel which you may be called upon to undertake during your assignment.

In addition to tickets, you will receive, for official travel, a travel subsistence allowance at the rate established by the Organization.

6. *Baggage allowance.* For your travel to and from your duty station, you will have a baggage entitlement of 50 kg by air, including the airline's free allowance. That part of the 50 kg which exceeds the free allowance given by the airline shall normally be sent by air freight. Where this is not possible, it may be shipped as excess baggage.

In addition, you will be entitled to ship your household effects by land or by sea up to a maximum of 300 kg (660 lb or 66 cubic feet) for yourself, 300 kg (660 lb or 66 cubic feet) for your first dependant and 100 kg (220 lb or 22 cubic feet) for each ad-

ditional dependant authorized to travel at the expense of the Organization, up to a maximum of 900 kg (1,980 lb or 198 cubic feet) for yourself and your dependants.

7. *Annual leave.* You will accrue annual leave at a rate of two and one half working days a month which, as far as possible, you will be expected to take during your assignment. You will be required to submit a monthly statement of the leave thus taken, indicating «NONE» where no leave has been taken during the month.

Should your assignment be extended, you will be able to carry over a maximum of 30 days' leave from the first year to the second. The second year will begin on the anniversary date of your initial appointment. You will be able to carry over a maximum of 45 days from the second to the third year of service. Thereafter, you will be able to carry over a maximum of 60 days' accrued annual leave from one year to the next.

If, upon separation, you have accrued annual leave days, you will be paid in lieu thereof a sum of money equivalent to the base salary payable for those days, up to a maximum of 45 days if you have served for two years or less and 60 days if you have served for over two years.

8. *Sick leave.* You may be granted sick leave of up to three months on full salary and three months on half salary in any period of 12 consecutive months, provided that the amount of sick leave permitted in any four consecutive years does not exceed 18 months, nine months on full salary and nine months on half salary.

You will be required to submit a monthly report on any absence because of illness, injury or public health requirements. Any absence of five consecutive working days or more shall be supported by a certificate from a qualified medical practitioner.

Whilst on sick leave, you shall not leave the area of the duty station without the prior approval of the United Nations. Entitlement to sick leave shall lapse on separation from service.

9. *Medical and hospital expenses.* The United Nations will reimburse you for any medical and hospital expenses (but not dental expenses) incurred by you as a result of any injury or illness arising in the course of your assignment. This provision does not apply to corrective surgery or to the continuation or resumption of remedial treatment for a condition which predates your appointment.

10. *Compensation for injury or illness attributable to service.* In the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations, you (or your dependants in the event of your death) will be entitled to compensation in accordance with the provisions of appendix D to the Staff Rules applicable to career staff members with permanent appointments, on the understanding that, in the event of permanent disability or death, there shall be offset against any such compensation that proportion of the amount paid out as group life insurance benefit (in accordance with the following paragraph) which corresponds to the percentage of the premium borne by the United Nations under the group life insurance plan.

You will be a participant in the group life insurance plan in which all United Nations experts participate. This plan makes no distinction between accidents attributable to service and those not so attributable.

You will not be a participant in the United Nations Joint Staff Pension Fund.

11. *Dependants.* (a) Travel to and from the mission area by the wives and children of associate experts is subject to the prior approval of the United Nations. If such travel is approved, the United Nations will supply the tickets and a travel subsistence allowance will be paid at the rate established by the Organization.

(b) When such travel is approved by the United Nations, an installation grant will be paid during the first 30 days following arrival at the duty station, in accordance with the provisions in force at the United Nations, the amount of such grant being, in respect of each dependant, one half of the daily subsistence allowance for the area. Thereafter, no supplement to the daily subsistence allowance will be paid in respect of dependants.

12. The United Nations reserves the right to amend the conditions of this appointment, without prejudice to your acquired rights thereunder. It also reserves the right to terminate an appointment in accordance with the relevant provisions of the Staff Regulations.

13. This appointment does not impose on the United Nations any obligation to renew it or to convert it into another type of appointment with the United Nations Secretariat. The conditions of service applicable to this appointment are set out in this letter of appointment and the associate expert will be entitled only to the benefits provided for therein. A copy of the Staff Regulations is attached.

Date
For the Office of the Director
of Personnel
United Nations Secretariat

To the Director of Personnel,

I hereby accept the appointment described in this letter, subject to the conditions specified therein. Having examined the Staff Regulations and this letter of appointment, I hereby accept the conditions set forth therein.

Date
Associate expert

II

New York, 12 April 1963

D. 246(Gen)
No. S.1039
Annexes: 2

Sir,

With reference to your letter TE 222/1 of 31 January 1963 addressed to the Minister, Mr. Brasseur, I have the honour to transmit to you herewith, signed by the Minister, the agreement concluded between Belgium and the Office of the Commissioner for Technical Assistance concerning the latter's recruitment of associate experts and junior experts, together with the model letter of appointment drawn up by you for that purpose.

Accept, Sir, etc.

W. LORIDAN
Permanent Representative of Belgium
to the United Nations

Mr. William R. Léonard
Acting Commissioner for Technical Assistance
United Nations
New York

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF BELGIUM AMENDING THE AGREEMENT OF 31 JANUARY AND 12 APRIL 1963 CONCERNING THE RECRUITMENT OF ASSOCIATE EXPERTS²

I

MINISTRY OF FOREIGN AFFAIRS, FOREIGN TRADE AND CO-OPERATION
FOR DEVELOPMENT

General Administration of Co-operation for Development

21 February 1974

D24-93-1

5415

Sir,

I have the honour to refer to the letters exchanged by the Government of Belgium and the United Nations on 31 January and 12 April 1963 concerning the use of Belgian associate experts on technical assistance programmes in developing countries.

The Belgian Government wishes to clarify further the arrangements for the use of associate experts in a number of areas, for instance the areas of social legislation and insurance.

To that end, the Belgian Government proposes to the United Nations that item 6 (*d*) of the existing Agreement should be supplemented by the following phrase: “. . . including disbursements made by the United Nations in connection with the staff compensation fund and the participation of the associate experts in the United Nations Joint Staff Pension Fund”.

The compensation fund covers risks arising from the application of the provisions of appendix D to the Staff Rules.

The participation of associate experts in the United Nations Joint Staff Pension Fund will commence on 1 January 1974 at the earliest, it being understood that, for associate experts in service with the United Nations on that date, participation will take effect only at the time of renewal on their contracts and will not be retroactive.

If these proposals meet with the approval of the United Nations, this letter and your reply will constitute express acceptance of this amendment to the Agreement concluded between the United Nations and the Government of Belgium.

¹ Came into force on 16 April 1974 by the exchange of the said letters.

² See p. 103 of this volume.

I take this opportunity to reiterate that Belgian associate experts will not, as a general rule, be over 30 years of age on recruitment and will be recruited at the P-1 level, their salary step being determined in the light of their relevant experience.

Accept, Sir, etc.

[Signed]

G. CUDELL
Minister of Co-operation
for Development

Mr. I. S. Djermakoye
Under-Secretary-General
Commissioner for Technical Co-operation
United Nations
New York

c/o Permanent Representative of Belgium
to the United Nations
New York

II

16 April 1974

PE 422

Sir,

I have the honour to acknowledge receipt of your letter dated 21 February 1974 relating to the Agreement between the United Nations and the Belgian Government concerning the recruitment of associate experts and proposing that the aforesaid Agreement be supplemented by adding the following phrase to item 6(d):

[See letter I]

It is with pleasure that, in the name of the United Nations, I accept your proposal. The original Agreement concerning the use of Belgian associate experts on technical assistance programmes, concluded through the exchange of letters of 31 January and 12 April 1963, is accordingly amended as indicated above.

Accept, Sir, etc.

[Signed]

ISSOUFOU SAIDOU DJERMAKOYE
Under-Secretary-General
Commissioner for Technical Co-operation

Mr. G. Cudell
Minister of Co-operation for Development
Ministry of Foreign Affairs
Brussels

c/o Permanent Representative of Belgium
to the United Nations
New York

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF BELGIUM FURTHER AMENDING THE AGREEMENT OF 31 JANUARY AND 12 APRIL 1963 CONCERNING THE RECRUITMENT OF ASSOCIATE EXPERTS, AS AMENDED²

I

MINISTRY OF FOREIGN AFFAIRS, FOREIGN TRADE
AND CO-OPERATION FOR DEVELOPMENT
General Administration of Co-operation for Development

Brussels, 18 October 1979

D38-93-2
36737

Sir,

Subject: United Nations recruitment against Belgian trust funds of associate experts from developing countries

With regard to the above subject, I have the honour to transmit to you hereunder the terms of appointment which I should like you to submit to the competent United Nations authorities for approval:

1. *Age.* Candidates shall be no more than 30 years of age at the time of appointment.
2. *Term of appointment.* The initial contract shall be for one year and may be renewed no more than twice on the basis of a substantiated proposal from the United Nations.
3. The provisions laid down for Belgian associate experts with respect to remuneration, disbursement of funds and social security shall be fully applicable.
4. *Educational requirements.* Candidates shall hold a diploma attesting to completion of university studies or equivalent higher education.
5. *Travel expenses.* These shall cover travel from the country of origin to the duty station and back again.
6. *Travel expenses within the country of assignment.* The provisions laid down for Belgian associate experts shall apply.
7. *Submission of applications.* The United Nations shall submit application files to the General Administration of Co-operation for Development (AGCD), together with the information essential to adequate project identification and a job description. Each file shall include the approval of the Government of the candidate's country of origin.

¹ Came into force on 29 May 1980, in accordance with the provisions of the said letters.

² See pp. 103 and 110 of this volume.

8. Other than in cases of *force majeure*, no transfers shall, as a general rule, be permitted during the period of appointment.

9. Except in the event of recruitment by the United Nations or a specialized agency, candidates must undertake again to place themselves once again at the disposal of their country of origin on completion of their training.

On receipt of agreement from the competent United Nations authorities to the contents of this letter, the conditions of appointment of associate experts from developing countries set forth above shall take effect and shall constitute an annex to the existing Agreement between the United Nations and Belgium (exchanges of letters of 31 January 1963, 12 April 1963 and 16 April 1974).

Accept, Sir, etc.

[Signed]

M. EYSKENS
Minister

Mr. Max Henry
Officer-in-Charge of Recruitment
Technical Assistance Recruitment Service
United Nations
New York

II

UNITED NATIONS

NATIONS UNIES

18 January 1980

Sir,

Subject: United Nations recruitment against Belgian trust funds of associate experts from developing countries

Thank you for your letter (Ref. D38-93-2, No. 36737) dated 18 October 1979 addressed to Mr. Max Henry, Officer-in-Charge of Recruitment in the Technical Assistance Recruitment Service, concerning the funding by your Government of young nationals of developing countries qualified to fill associate expert posts in the technical co-operation programmes executed by the United Nations Department of Technical Co-operation for Development.

The conditions of appointment set forth by you in your letter of 18 October 1979, which in general reflect the tenor of the conversation which Mr. Marcel Pochet had with Mr. Max Henry in May 1979, were transmitted for approval to the United Nations Office of Legal Affairs, which in its reply suggests that paragraph 7 on page 112 should be amended as follows:

"7. *Selection and appointment of candidates.* The United Nations undertakes to submit to the General Administration of Co-operation for Development files of candidates from developing countries who possess the requisite qualifications for recruitment as associate experts on certain technical co-operation projects identified by the United Nations. Information on these projects and job descriptions for the posts in question shall be transmitted to the

General Administration of Co-operation for Development, which shall appoint candidates in the light of the specific requests addressed to it for obtaining the services of associate experts.”

Although reference to the approval of the Government of a candidate's country of origin has been intentionally omitted, where the candidate is an official of his Government such approval would obviously be sought, but only after the Belgian Government had notified us of its approval in principle of the candidature in question. If the candidate was not an official of his Government, it would be contrary to the principles of the Organization to seek approval from the Government of his country of origin for his secondment.

I hope that the amendments suggested above meet with your full approval. If so, your reply in the affirmative will constitute the actual annex to the existing Agreement between the United Nations and Belgium concerning the Associate Expert Programme (letters of 31 January 1963, 12 April 1963 and 16 April 1974).

Accept, Sir, etc.

[Signed]

BI JILONG

Assistant Secretary-General
Department of Technical Co-operation
for Development

His Excellency Mr. Marc Eyskens
Minister for Foreign Trade
Ministry of Foreign Affairs, External
Trade and Co-operation for Development
Brussels (Belgium)

III

PERMANENT MISSION OF BELGIUM TO THE UNITED NATIONS NEW YORK

New York, 24 April 1980

Doss. 246 Gen.
S.542

Sir:

Subject: United Nations recruitment against Belgian trust funds of associate experts from developing countries

I have the honour to refer to your letter of 18 January 1980 addressed to Mr. Marc Eyskens, Minister of Co-operation for Development of Belgium. I should like to inform you that the competent authorities agree to the amendment to paragraph 7, suggested by the United Nations Office of Legal Affairs, subject to the replacement of the words “shall appoint candidates” by the words “shall approve candidatures”.

[See letter II]

The conditions of appointment of associate experts from developing countries established by letter No. 36-737 dated 18 October 1979 addressed to Mr. Max Henry

by the Minister of Co-operation for Development, as amended by this letter, shall henceforth constitute the actual annex to the existing Agreement between the United Nations and Belgium concerning the Associate Expert Programme.

Accept, Sir, etc.

[Signed]

ANDRÉ ERNEMANN

Permanent Representative of Belgium

Mr. Bi Jilong
Assistant Secretary-General
Department of Technical Co-operation
for Development
New York

IV

UNITED NATIONS

NATIONS UNIES

29 May 1980

Sir,

I have the honour to acknowledge receipt of your letter dated 24 April 1980 concerning the recruitment against Belgian trust funds of associate experts from developing countries and to refer to our earlier exchange of letters of 16 October 1979 and 19 January 1980.

In this connection, I am pleased to inform you that the United Nations agrees to the new text of paragraph 7 as it appears in your letter of 24 April.

Accordingly, this letter, your letter of 24 April 1980, the letter of the Minister, Mr. Marc Eyskens, dated 18 October 1979, and our letter of 18 January 1980 will together constitute an annex to the Agreement between the United Nations and the Belgian Government concerning the Recruitment of Associate Experts, concluded by the exchange of letters of 31 January and 12 April 1963, as amended by the exchange of letters of 21 February and 16 April 1974. As you proposed, such annex will enter into force on the date of receipt of the present letter.

Accept, Sir, etc.

[Signed]

BI JILONG

Assistant Secretary-General
Department of Technical Co-operation
for Development

His Excellency Mr. André Ernemann
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Belgium
of the United Nations
New York