

No. 19550

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

Exchange of letters constituting an agreement concerning a contribution by the United Nations Development Programme to the Government of Albania. New York, 21 and 27 January and 5 February 1981

Authentic text: English.

Registered ex officio on 5 February 1981.

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

Échange de lettres constituant un accord relatif à une contribution du Programme des Nations Unies pour le développement au Gouvernement de l'Albanie. New York, 21 et 27 janvier et 5 février 1981

Texte authentique : anglais.

Enregistré d'office le 5 février 1981.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS (UNITED NATIONS DEVELOPMENT PROGRAMME) AND ALBANIA CONCERNING A CONTRIBUTION BY THE UNITED NATIONS DEVELOPMENT PROGRAMME TO THE GOVERNMENT OF ALBANIA

I

ALB/GEN

21 January 1981

Your Excellency,

I have the honour to refer to our recent discussions concerning the contribution that could be provided by the United Nations Development Programme (hereinafter referred to as the UNDP) to the Council of Ministers of the People's Socialist Republic of Albania (hereinafter referred to as the Government) in the carrying out of its development projects.

I have the honour to set out in paragraphs I to XIII below the basic conditions under which the UNDP and its Executing Agencies shall make their contribution to the Government in the carrying out of its development projects and under which such projects receiving a UNDP contribution shall be executed.

I have the honour to confirm that these basic conditions shall apply to all such UNDP contributions and to such Project Documents or other instruments (hereinafter called Project Documents) as the Parties may conclude to define the particulars of such contributions and the respective responsibilities of the Parties and the Executing Agency in more detail in regard to such projects.

I. PROVISION OF CONTRIBUTION

Contributions shall be provided by the UNDP only in response to requests submitted by the Government and approved by the UNDP. Such contributions shall be made available to the Government, or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

II. FORMS OF CONTRIBUTION

1. Contributions which may be made available by the UNDP to the Government may consist of:

- (a) The services of advisory experts and consultants including consultant firms or organizations selected, after consultation with the Government, by the UNDP or the Executing Agency concerned and responsible to the latter;
- (b) The services of operational experts selected by the Executing Agency, in consultation with the Government, to perform functions of an operational, executive or administrative character;
- (c) The services of members of the United Nations Volunteers (hereinafter called volunteers);
- (d) Equipment and supplies not readily available in Albania (hereinafter called the country);
- (e) Seminars, training programmes, demonstration-projects, expert working groups and related activities;

¹ Came into force on 5 February 1981 by the exchange of the said letters.

- (f) Scholarships and fellowships or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and
- (g) Any other form of contribution which may be agreed upon by the Government and the UNDP.

2. Requests for contributions shall be presented by the Government to the UNDP through the competent UNDP office and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.

3. Contributions may be provided by the UNDP to the Government either directly or through an Executing Agency, which shall have primary responsibility for providing the UNDP contribution to the project and which shall have the status of an independent contractor for this purpose. Where a contribution is provided by the UNDP directly to the Government, all references herein to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.

4. (a) The UNDP may maintain a permanent mission, headed by a resident representative, in the country to represent the UNDP therein and be the principal channel of communication with the Government on all programme matters. The resident representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison, on behalf of the Programme with the appropriate organs of the Government including the Government's co-ordinating agency for the UNDP and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of the UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper co-ordination of all contributions made by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in co-ordinating UNDP activities with programmes within the country, and carry out such other activities as fall within the scope of his functions.

(b) The UNDP mission in the country shall have such other staff as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission, and of changes in the status of such persons.

III. EXECUTION OF PROJECTS

1. The Government shall remain responsible for its development projects to which the UNDP contributes and for the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Exchange of Letters and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through contributions to the Government in pursuance of this Exchange of Letters and the Work Plans forming part of such Project Documents, and through contributions to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform the UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each project to which the UNDP contributes. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in consultation and agreement with the Cooperating Agency, and any arrangements to this effect shall be stipulated in the project Work Plan forming part of the Project Document together with arrangements, if any, for transfer of such responsibility, in the course of project execution, to the Government or to an entity designated by the Government.

2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for the UNDP contribution to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of the UNDP contribution be commenced before such prior obligations have been met, it may be terminated or suspended by the UNDP, at its discretion, with reasonable notice to, and after appropriate consultations with the Government.

3. Any agreement between the Government and the Executing Agency concerning the execution of a project to which UNDP contributes or between the Government and an operational expert shall be subject to the provisions of this Exchange of Letters.

4. The Cooperating Agency shall as appropriate and in consultation with the Executing Agency assign a full-time director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall as appropriate and in consultation with the Government appoint a Chief Technical Adviser or Project Coordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. He shall supervise and coordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.

5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to, and be under the exclusive direction of the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

6. Recipients of fellowships shall be recommended by the Government and selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP until ownership thereof is transferred on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

8. Patent rights, copyright rights and other similar rights to any discoveries or work resulting exclusively from the UNDP contributions shall belong to the UNDP. However, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

IV. INFORMATION CONCERNING PROJECTS

1. The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any project to which the UNDP contributes, its execution or its continued feasibility and soundness, or concerning the compliance by the Government with its responsibilities under this Exchange of Letters or Project Documents.

2. The UNDP undertakes that the Government shall be kept currently informed of the progress of its activities under this Exchange of Letters. Either Party shall have the right, at any time, to observe the progress of operations on projects to which the UNDP contributes.

3. The Government shall, subsequent to the completion of a project to which the UNDP contributes, make available to the UNDP, at its request, information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary

or appropriate to its evaluation or to the evaluation of the UNDP contribution and shall consult with and permit observation by the UNDP for this purpose.

4. Any information or material which the Government is required to provide to the UNDP under this paragraph shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.

5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any project to which the UNDP contributes or to the benefits derived therefrom. Any information on any investment-oriented project must not be released by the UNDP to investors, unless the written consent of the Government has been obtained with respect to the release of information relating to such project.

V. PARTICIPATION AND CONTRIBUTION OF GOVERNMENT IN EXECUTION OF PROJECTS

1. In fulfilment of the Government's responsibility to participate and cooperate in the execution of the projects to which the UNDP contributes, it shall contribute the following in kind to the extent detailed in relevant Project Documents:

- (a) Local counterpart professional and other services, including national counterparts to operational experts;
- (b) Land, buildings, and training and other facilities available or produced within the country; and
- (c) Equipment, materials and supplies available or produced within the country.

2. Whenever the provision of equipment forms part of the UNDP contribution to the Government, the latter shall meet charges relating to customs clearance of such equipment, its transportation from the port of entry to the project site together with any incidental handling or storage and related expenses, its insurance after delivery to the project site, and its installation and maintenance.

3. The Government shall also meet the salaries of trainees and recipients of fellowships within the country during the period of their fellowships.

4. If so provided in the Project Document, the Government shall pay or arrange to have paid in advance to the UNDP or to an Executing Agency the sums required in local currency to the extent specified in the Project Budget of the Project Document, for the provision of any of the items enumerated in sub-paragraph 1 of this paragraph, whereupon the Executing Agency shall obtain the necessary items and account annually to the UNDP for any expenditures out of payments made under this provision.

5. Monies payable to the UNDP under the preceding sub-paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.

6. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this paragraph, as detailed in Project Budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment whenever necessary to reflect the actual cost of any such items purchased thereafter.

7. The Government shall as appropriate display suitable signs at each project identifying it as one to which the UNDP and the Executing Agency contribute.

VI. LOCAL COSTS AND OTHER ITEMS PAYABLE IN LOCAL CURRENCY

1. In addition to the contribution referred to in paragraph V above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilities, in the amounts specified in the relevant Project Document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies:

- (a) The local living costs of advisory experts and consultants assigned to projects in the country;

- (b) Local administrative and clerical services, including necessary local secretarial help, interpreter-translators, and related assistance;
- (c) Transportation of personnel for official purposes within the country; and
- (d) Postage and telecommunications for official purposes.

2. The Government shall also pay each operational expert directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.

3. The Government undertakes to furnish in kind the following local services and facilities:

- (a) The necessary office space and other premises;
- (b) Such medical facilities and services for international personnel as may be available to national civil servants;
- (c) Simple but adequately furnished accommodation to volunteers; and
- (d) Assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank.

4. The Government shall also contribute towards the expenses of maintaining the UNDP mission in the country by paying annually to the UNDP a lump sum mutually agreed between the Parties to cover the following expenditures:

- (a) An appropriate office with equipment and supplies, adequate to serve as local headquarters for the UNDP in the country;
- (b) Appropriate local secretarial and clerical help, interpreters, translators and related assistance;
- (c) Transportation of the resident representative and his staff for official purposes within the country;
- (d) Postage and telecommunications for official purposes; and
- (e) Subsistence for the resident representative and his internationally recruited staff while in official travel status within the country.

5. The Government shall have the option of providing in kind the facilities referred to in sub-paragraph 4 above, with the exception of items (b) and (e).

6. Monies payable under the provisions of this paragraph, other than under sub-paragraph 2, shall be paid by the Government and administered by the UNDP in accordance with paragraph V, sub-paragraph 5.

VII. RELATION TO CONTRIBUTIONS FROM OTHER SOURCES

In the event that contributions towards the execution of a project are obtained by either Party from other sources, the Parties shall agree between one another and with the Executing Agency with a view to effective co-ordination and utilization of contributions received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities co-operating with it in the execution of a project.

VIII. USE OF CONTRIBUTIONS

The Government shall exert its best efforts to make the most effective use of the contributions provided by the UNDP and shall use such contributions for the purpose for which they are intended.

Without restricting the generality of the foregoing, the Government shall take such steps to this end as are specified in the Project Document.

IX. PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations and its organs, including the UNDP and UN subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.¹

2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies,² including any annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.³

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by sub-paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this paragraph:

- (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4 (a) above shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and
- (2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.

5. The expression “persons performing services” as used in paragraphs IX, X and XIII herein includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which the UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the provision of the UNDP contribution to a project, and their employees. Nothing in this Exchange of Letters shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

X. FACILITIES FOR THE PROVISION OF THE UNDP CONTRIBUTIONS

1. The Government shall take any measures under its national law which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations undertaken pursuant to this Exchange of Letters, and shall grant them such other facilities as may

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, 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; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

³ *Ibid.*, vol. 374, p. 147.

be necessary for the speedy and efficient provision of the UNDP contributions. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;
- (b) Prompt issuance without cost of necessary visas, licenses or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country, to the extent necessary for the proper provision of UNDP contribution;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the importation of equipment, materials and supplies and for their subsequent exportation;
- (g) Any permits necessary for the importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g) above.

2. The Government shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations undertaken pursuant to this Exchange of Letters. The foregoing provision shall not apply where the Parties and the Executing Agency are agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

XI. SUSPENSION OR TERMINATION OF CONTRIBUTION

1. The UNDP may after consultation with and by written notice to the Government and to the Executing Agency concerned suspend its contribution to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice indicate the conditions under which it is prepared to resume its contribution to the project. Any such suspension shall continue until such time as such conditions are agreed upon by the Parties and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its contribution.

2. If any situation referred to in sub-paragraph 1 of this paragraph shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate its contribution to the project.

3. The provisions of this paragraph shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.

XII. SETTLEMENT OF DISPUTES

1. Any dispute between the UNDP and the Government which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the Secretary-General of the United Nations to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

2. Any dispute between the Government and an operational expert arising out of or relating to the conditions of his service with the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence or by other agreed mode of settlement, the matter shall at the request of either Party be submitted to arbitration following the same provisions as are laid down in sub-paragraph 1 of this paragraph.

XIII. GENERAL

1. These conditions may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made herein shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this subparagraph.

2. These conditions may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.

3. The obligations assumed by the Parties under paragraphs IV (concerning project information) and VIII (concerning the use of contributions) hereof shall survive the expiration or termination of this Exchange of Letters. The obligations assumed by the Government under paragraphs IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of these conditions to the extent necessary to permit orderly withdrawal of personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf.

I have the honour to propose that you indicate in your reply to this letter that the conditions set out in paragraphs I to XIII above are acceptable to the Government of Albania with a view to reaching an agreement in the matter.

Please accept, Your Excellency, the assurances of my highest consideration.

G. ARTHUR BROWN
Deputy Administrator

H.E. M. Abdi Baleta
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
Permanent Mission of the People's Socialist Republic
of Albania to the United Nations
New York

II

PERMANENT MISSION OF THE PEOPLE'S SOCIALIST REPUBLIC OF ALBANIA
TO THE UNITED NATIONS
NEW YORK

27 January 1981

Your Excellency,

I have the honour to acknowledge receipt of your letter of 21 January 1981, the contents of which are as follows:

[See letter I]

I have the honour to inform you that the Government of Albania has taken note of your letter and hereby confirms that the conditions as set out in paragraphs I to XIII of your letter are acceptable on the following understanding:

(a) In accordance with its practice the Government will not avail itself of such services as operational experts or United Nations Volunteers, and consequently will not resort to the possibilities afforded in the provisions of this Exchange of Letters which relate to such services. Therefore, it is not anticipated to apply the said provisions.

(b) Without prejudice to the right of UNDP to open a Resident Representative's office in Albania, after consultation with the Government, it is understood that the existing arrangements for co-operation and relations between the Government of Albania and UNDP at the country level are deemed to be satisfactory and will be maintained for the time being, thus leaving the provisions of the exchange of letters pertaining to a UNDP mission in Albania inapplicable for the time being in as much as they relate to the presence of such a permanent mission in the country.

(c) Pending the adherence of the Government of Albania to the Convention on the Privileges and Immunities of the Specialized Agencies and the Convention on the Privileges and Immunities of the International Atomic Energy Agency (IAEA), the Government of Albania undertakes to extend the application of the provisions of the Convention on Privileges and Immunities of the United Nations to the Specialized Agencies and the International Atomic Energy Agency (IAEA) acting as Executing Agencies of the UNDP, their property, funds and assets and to their officials and all other persons performing services on their behalf.

If the UNDP concurs, your letter and this reply, as well as your acknowledgement of this letter, confirming the above-mentioned understanding will be regarded as constituting, as of the date of your acknowledgement, an agreement in the matter.

Accept, Your Excellency, the assurances of my highest consideration.

[Signed]

ABDI BALETA

Permanent Representative of the People's
Socialist Republic of Albania

H.E. G. Arthur Brown
Deputy Administrator
United Nations Development Programme
New York

III

5 February 1981

ALB/GEN

Your Excellency,

I have the honour to acknowledge receipt of your reply of 27 January 1981 to my letter of 21 January 1981. I take note of your Government's position concerning operational experts and United Nations Volunteers. I also confirm that your Government's understanding concerning the existing arrangements for co-operation and relations with Albania at the country level is acceptable to the UNDP. Finally, I take note of the undertaking of your Government contained in paragraph (c) of your reply.

I have the honour to confirm that my letter of 21 January 1981, your reply of 27 January 1981, together with this letter may be regarded as constituting, as of this date, an agreement in the matter.

Please accept, Your Excellency, the assurances of my highest consideration.

G. ARTHUR BROWN
Deputy Administrator

His Excellency M. Abdi Baleta
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
Permanent Mission of the People's Socialist Republic
of Albania to the United Nations
New York
