

No. 20376

**UNITED NATIONS
and
FRANCE**

Exchange of letters constituting an agreement for the teaching of French to the staff of the United Nations. New York, 1 September 1981

Authentic text: French.

Registered ex officio on 1 September 1981.

**ORGANISATION DES NATIONS UNIES
et
FRANCE**

Échange de lettres constituant un accord relatif à l'enseignement du français au personnel de l'Organisation des Nations Unies. New York, 1^{er} septembre 1981

Texte authentique : français.

Enregistré d'office le 1^{er} septembre 1981.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE FRENCH GOVERNMENT FOR THE TEACHING OF FRENCH TO THE STAFF OF THE UNITED NATIONS

I

PERMANENT MISSION OF FRANCE
TO THE UNITED NATIONS
NEW YORK

1 September 1981

Sir,

As a result of discussions between the representatives of the French Government and the United Nations aimed at revising the Agreement concluded by the exchange of letters of 20 June 1977 concerning the teaching of French to the staff of the United Nations,² the two Parties agreed:

- To denounce by mutual consent all of the provisions of that exchange of letters of 20 June 1977, as amended;
- To maintain a programme of co-operation for the teaching of French at the United Nations in accordance with the following provisions:

Article 1. Contracting Parties declare that they have concluded this Arrangement for the purpose of making available to the United Nations technical advisers to assist in the teaching of the French language and to help train United Nations staff.

Article 2. The number of technical advisers and their assignment, and the teaching conditions under which they will perform their tasks, shall be defined by mutual consent by the United Nations and the French Government in accordance with the relevant rules of the United Nations, to which the persons concerned shall be subject for the duration of their contract.

Article 3. The United Nations Secretariat shall see to it that the conditions of recruitment referred to in article 2 above shall be specified clearly in the contract signed by the persons concerned. The technical advisers shall be paid directly by the French Government and while at the United Nations shall continue to enjoy the social coverage and other benefits to which they are entitled as French civil servants. While at the United Nations, the persons concerned shall have the status of non-paid individual contractors in terms of United Nations contract P. 106.

The technical advisers shall not have the status of international civil servants, and their salaries shall therefore not be tax exempt under the terms of the Convention on Privileges and Immunities.³

¹ Came into force on 1 September 1981, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 1046, p. 111.

³ *Ibid.*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

Article 4. To cover the costs of office space, furniture, communications supplies, equipment, possible travel and the like, the French Government shall pay the United Nations an amount equivalent to 14 per cent of the base remuneration before taxes paid to the persons concerned. This base remuneration consists of the amount paid to the person concerned according to the relevant salary scale.

The amount of annual base remuneration before taxes of each candidate selected shall be communicated to the United Nations within one month after the person concerned assumes his or her duties.

Article 5. The French Government shall pay the contribution provided for in article 4 in two equal instalments, to be paid each year not later than 1 January and 1 July.

The instalments shall be paid 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 6. The amounts corresponding to these instalments shall be managed in accordance with the financial regulations and procedures of the United Nations.

Any positive balance shall be placed at the disposal of the French Government and any deficit shall be covered by the French Government.

Article 7. The use of the contribution by the United Nations shall be subject to the following restrictions:

(a) The United Nations undertakes to select and appoint, from a list including for each post at least three qualified candidates who are employed in the French civil service and are recommended by the French Government, technical advisers who shall be employed by the Organization in that capacity.

(b) These technical advisers shall be appointed for a period of two years, which may be extended annually by mutual consent. They shall subsequently be replaced in accordance with the procedure set forth in subparagraph (a) above.

For the duration of their contract, the persons appointed in accordance with this Agreement may be employed by the United Nations only as technical advisers.

Article 8. The provisions of this Agreement shall enter into force on 1 September 1981.

On that date, the exchange of letters dated 20 June 1977 will become null and void by agreement between the two Parties, and notwithstanding the provisions of article X of that exchange of letters.

Any transitional measures that may be deemed necessary shall be taken as appropriate with the mutual consent of the United Nations and the French Government, in order to facilitate the implementation of the present provisions.

Article 9. This Agreement may be amended at the request of either of the Parties by an exchange of letters between the United Nations and the French Government.

Article 10. This Agreement shall remain in force until one of the Parties concerned, namely the United Nations or the French Government, terminates it by giving the other three months' written notice.

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

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

II

UNITED NATIONS
NEW YORK

1 September 1981

Sir,

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

[See letter I]

I wish to inform you that the Secretary-General of the United Nations is in complete agreement with the content of your letter.

Accordingly, that letter, 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
Under Secretary-General
for Administration, Finance
and Management

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