

No. 21062

**UNITED NATIONS
(UNITED NATIONS ENVIRONMENT PROGRAMME)
and
LIBYAN ARAB JAMAHIRIYA**

Agreement on the provision by the United Nations Environment Programme to the Socialist People's Libyan Arab Jamahiriya of advisory services with regard to certain environmental matters (with annexes). Signed at Nairobi on 19 May 1982

Authentic texts: English and Arabic.

Registered ex officio on 19 May 1982.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR L'ENVIRONNEMENT)**

et

JAMAHIRIYA ARABE LIBYENNE

Accord relatif à la fourniture à la Jamahiriya arabe libyenne populaire et socialiste de services consultatifs en ce qui concerne certaines questions environnementales (avec annexes). Signé à Nairobi le 19 mai 1982

Textes authentiques : anglais et arabe.

Enregistré d'office le 19 mai 1982.

AGREEMENT¹ BETWEEN THE SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA AND THE UNITED NATIONS ENVIRONMENT PROGRAMME ON THE PROVISION OF THE UNITED NATIONS ENVIRONMENT PROGRAMME TO THE SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA OF ADVISORY SERVICES WITH REGARD TO CERTAIN ENVIRONMENTAL MATTERS

The Socialist People's Libyan Arab Jamahiriya, being desirous to secure assistance from the United Nations Environment Programme in the study of various environmental problems and of overcoming them assisted by consultants from the Programme,

And proceeding from previous discussions on the matter between representatives of the two sides, the Socialist People's Libyan Arab Jamahiriya (hereinafter referred to as the "Jamahiriya") and the United Nations Environment Programme have agreed to the following:

Article I. 1. On the Jamahiriya's request, and in the light of its needs, the United Nations Environment Programme shall provide advice and nominate consultants to work for it. The Jamahiriya shall have the right to decline any of those consultants should it find reason to do so.

2. Consultants accepted according to the preceding paragraph shall be entirely responsible to the United Nations Environment Programme and shall not be subject to the regulations governing the status of United Nations officials; their status shall be governed by the special service agreements as reproduced in annex I.

Article II. 1. Accepted consultants shall undertake to provide their advisory services to the Jamahiriya with regard to the following environmental matters:

- (a) Preparation of a comprehensive plan to control oil pollution of the Libyan seashore;
- (b) Participating in identifying the role that the Jamahiriya can assume in protecting fish and whales crossing the Strait of Gibraltar against the danger of overfishing;
- (c) Methods of integrating environmental considerations in development planning;
- (d) Control of environmental problems caused by:
 - 1. Oil refining;
 - 2. Leather tanning;
 - 3. Textile industry;
 - 4. Cement industry;
 - 5. Plastic industry and industrial refuse;

¹ Came into force provisionally on 19 May 1982 by signature, in accordance with article VI (3).

6. Iron and steel;
7. Sewage water;
8. Water pollution
9. Intrusion of sea water into fresh water;
10. Rodents;
11. Use of pesticides;

(e) Any other matters related to the protection of environment in the Jamahiriya.

2. In the application of the provisions of the preceding paragraph, the consultants shall report to the Executive Director of the United Nations Environment Programme who shall submit to the Jamahiriya a final report on each subject, and the Jamahiriya shall have the right to obtain the initial reports in order to give its opinion thereof. Any negligence or neglect on the part of the consultants in carrying out their mission shall not affect the United Nations Environment Programme's obligation to submit his complete reports to the Jamahiriya.

Article III. 1. The appointment of consultants shall be subject to the provisions prescribed by the United Nations for consultants, as indicated in the special service agreements. Those provisions shall include compensation under appendix D to the United Nations Staff Rules for death, injury or illness.

2. Each consultant shall normally be engaged for a period from one month to three months. This period of service may be renewed by agreement between the Jamahiriya and the United Nations Environment Programme, provided no consultant serves for more than six months within any one period of twelve consecutive months. The fee of each consultant shall be determined by the United Nations Environment Programme in the way described in annex II to this Agreement.

3. Subject to the provisions of article III (4), the provisions of article I (1) and (2) shall apply to any administrative officer or assistant recruited for a period of service determined by mutual agreement between the Jamahiriya and the United Nations Environment Programme and the grade of the administrative officer or assistant shall be determined by consultation between the two Parties.

4. The United Nations Environment Programme shall meet all expenses connected with the carrying out of their missions by the consultants and the officer or assistant, utilizing for this purpose the account referred to in article IV (I) below. Such expenses shall include:

- (a) Fees and allowances of consultants;
- (b) Transportation of consultants to and from the Jamahiriya and their official travel within the country;
- (c) Costs of secretarial services needed by the consultants in the performance of their duties;
- (d) Salaries and emoluments of officers or assistants.

5. The Jamahiriya shall pay the additional amount of one per cent of the net income of persons covered by this Agreement to cover claims they may make under appendix D to the United Nations Staff Rules. The sums paid shall be credited to the account referred to in article IV (1) below.

Article IV. 1. The Jamahiriya undertakes to provide the United Nations Environment Programme with the funds necessary to enable it to meet the costs specified in article III (4) plus 13% (thirteen per cent) of the sum of the expenses mentioned in that paragraph, with the exception of those related to the administrative officer or assistant. These amounts shall be used to meet the administrative costs incurred by the United Nations Environment Programme. The amount of those funds shall be determined through an exchange of letters between the two Parties. As soon as the amount is agreed upon, the Jamahiriya shall deposit it into a special account (hereinafter referred to as "the account") to be established for that purpose. Unless otherwise agreed upon, the deposit shall be in the Jamahiriya convertible currency.

2. Not later than the first day of April each year, the United Nations Environment Programme shall submit a statement of the financial position of the account as of 31 December of the preceding year. Interim statements shall be submitted on a semi-annual basis. Should the sums initially deposited by the Jamahiriya in respect of a person covered by this Agreement, whose assignment ends in a given year according to the provisions of article III above, be greater than or fall short of the total sum actually expended by the United Nations Environment Programme in respect of his total period of service, the annual statement of that year shall so indicate, and in this case, the Jamahiriya, unless it is a creditor, shall make up the difference by an appropriate deposit into the account within thirty days of receipt of the statement.

3. To the consultants covered by this Agreement shall be applied the privileges, immunities and exemptions enjoyed under article IV (5) of the Agreement between the United Nations and Libya for the Provision of Operational and Executive Personnel of 27 June 1959.¹

Article V. 1. The Jamahiriya shall deal with complaints which may be brought by third parties against officials of the United Nations Environment Programme to whom the provisions of this Agreement apply provided that neither of them is prejudiced by such complaints.

2. Any dispute arising from or relating to this Agreement which is not settled by negotiation or any 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 the first two arbitrators the third has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedures of arbitration shall be established by the arbitrators, and the expenses of the arbitration, as assessed by the arbitrators, shall be borne by the Parties. 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.

Article VI. 1. The terms and conditions of this Agreement may be modified by written agreement between the Jamahiriya and the United Nations Environment Programme.

2. The account shall be subject to the consent of the Secretary-General required under the rules and regulations of the United Nations. The United

¹ United Nations, *Treaty Series*, vol. 336, p. 291.

Nations Environment Programme shall notify the Jamahiriya of his consent in due course.

3. This Agreement shall provisionally enter into force on the date of its signing, subject to ratification according to legal procedures in the Jamahiriya. It shall remain in force until ninety days after written notice of termination has been received by either Party. The termination of this Agreement shall be without prejudice to the right of persons covered by it to return to their normal domicile within a sufficient time.

DONE at Nairobi, this nineteenth day of May 1982. The original has been issued in Arabic and English, both of which are equally valid.

[Signed — Signé]¹

For the Socialist People's
Libyan Arab Jamahiriya

[Signed — Signé]²

For the United Nations
Environment Programme

¹ Signed by Mohamed el Mangoosh — Signé par Mohamed el Mangoosh.

² Signed by M. K. Tolba — Signé par M. K. Tolba.

ANNEX I

F O R U N U S E O N L Y	INDX NO.		UNITED NATIONS NATIONS UNIES		CONTRACT - CONSULTANTS					
	NATIONALITY		CODE	ADM. I NO.	CONTRACT NO.	COMMENCEMENT				
				SECT. CODE YEAR SERIAL NO.	CLT	DD MM YY				
	M.O.D. NO.		ALLOTMENT ACCOUNT CODE		AMOUNT	EXPIRY				
	YEAR	TYPE	SERIAL NO.		\$	DD MM YY				
	26									
Department or Office					Office Code					
Contract entered into between the UNITED NATIONS and				NAME (Hereinafter referred to as the CONSULTANT)						
Address										
<p>1. NATURE AND DURATION OF SERVICES - The consultant shall perform the following services according to the following schedule:</p> <p style="margin-left: 40px;">Arrangements for consultations:</p> <p>This contract shall commence on the day of 19 , and shall expire on the satisfactory completion of the services described above, but not later than the day of 19 , unless sooner terminated under the terms of this contract.</p> <p>2. CONSIDERATION - As full consideration for the services performed by the consultant under the terms of this contract, the United Nations shall pay the consultant upon certification by the above-named department that the services have been satisfactorily performed:</p> <p>(a) A fee in a <input type="checkbox"/> daily (for days actually employed); <input type="checkbox"/> weekly; <input type="checkbox"/> monthly; or <input type="checkbox"/> lump-sum amount of payable in currency;</p> <p>(b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the United Nations instructs its bankers to effect the payments;</p> <p>(c) The fee is payable in instalments upon certification by the above-named department of satisfactory performance of each phase as follows:</p> <table border="1" style="width:100%; margin-left: 40px;"> <thead> <tr> <th style="width: 80%;">PHASE</th> <th style="width: 20%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="height: 50px;"></td> <td></td> </tr> </tbody> </table> <p>(d) The United Nations undertakes no liability for taxes, duty or other contribution payable by the consultant on payments made under this contract. No statement of earnings will be issued by the United Nations to the consultant.</p>							PHASE	AMOUNT		
PHASE	AMOUNT									

COPY 1: Consultant

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3. TRAVEL — Applicable Not applicable

(a) If the consultant is required by the United Nations to travel beyond the normal commuting distance from his or her place of residence during the period of service, the United Nations shall provide the consultant with tickets for the travel indicated below and shall pay daily subsistence as indicated below for each day spent away from his or her home or regular place of residence on official United Nations business.

Itinerary, Mode(s) of Travel and Standards of Accommodation	Subsistence Allowance
Air Economy Class by most direct route unless otherwise indicated. (1) Itinerary authorized (If stopovers on official business are included in the itinerary, indicate number of days in each place): (2) Maximum travel time allowed: _____ days.	Daily subsistence payable in the currency of the consultant's country of service and subject to revision, at present First 60 days _____ Per day thereafter _____

(b) In the event of death, injury or illness attributable to the performance of services on behalf of the United Nations while in travel status under the terms of this contract the consultant or his dependents shall be entitled to compensation equivalent to the compensation which would be payable under Appendix D of the Staff Rules to a staff member of the United Nations earning a gross pensionable remuneration of \$35,000 per annum.

4. HEALTH INSURANCE — The consultant shall be responsible for taking out, at his or her own expense, such medical insurance covering the period of this contract as the consultant may consider advisable.

5. TERMINATION OF CONTRACT — Either party may terminate this contract at any time prior to its expiry date by giving the other party _____ days notice in writing of its intention to do so. In the event that this contract is terminated by either party prior to its expiry, the consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from termination by the consultant or resulting from failure by the consultant to complete satisfactory performance may be withheld from any amount otherwise due to the consultant from the United Nations under this or any other contract.

6. STATUS OF THE CONSULTANT — Consultants are not officials or staff members of the United Nations and are not entitled to any right, benefit, payment or compensation except as expressly provided in this contract. For the purposes of Article VI of the Convention on Privileges and Immunities of the United Nations they are experts on mission for the United Nations. If they are required by the United Nations to travel they may receive a United Nations Certificate.

7. OBLIGATIONS — Consultants, when on business of the United Nations, shall neither seek nor accept instructions in this matter from any government or from any authority external to the United Nations. They may not engage in any activity that is incompatible with the discharge of their duties with the Organization. They are required to exercise the utmost discretion in all matters of official business. They may not communicate to any other person, government or authority external to the United Nations any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the United Nations. Nor shall they at any time use such information to private advantage. These obligations do not lapse upon cessation of their contractual agreement with the United Nations.

8. TITLE RIGHTS — The United Nations shall have the right to all property rights, including but not limited to patents, copyrights and trademarks, in material which bears a direct relation to or is made in consequence of the work performed under a consultant's contract with the United Nations. At the request of the United Nations the consultant shall do the necessary to secure such property rights and to transfer them to the Organization in compliance with the requirements of the applicable law. The United Nations shall not be bound to publish any manuscript or material made in relation to the work performed under this contract.

9. ARBITRATION — Any dispute arising out of or in connexion with this contract shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The arbitrator shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

10. OTHER PROVISIONS.

UNITED NATIONS

CONSULTANT

BY (Authorized/Certifying Officer) — Signature and Name	Signature and Name
Date and Place	Date and Place

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ANNEX II

COMPUTATION OF SALARY AND OTHER RELATED COSTS

	<i>(D-1, Step IV)*</i>	<i>(D-2, Step II)*</i>	<i>(ASG)*</i>
1. Fee for three months	9,074.39	9,851.84	11,510.62
2. Per diem at \$58 per day	6,198.00	6,198.00	6,333.60
3. Transportation to and from place of work (2 trips) (\$1,653 × 2) (average)	3,306.00	3,306.00	3,306.00
4. 1% of net salary for appendix D	907.44	985.18	1,151.06
Sub-Total	<u>19,485.83</u>	<u>20,341.02</u>	<u>22,301.28</u>
5. 13% overhead costs	2,533.16	2,644.33	2,899.17
TOTAL	<u>US\$22,018.99</u>	<u>22,985.35</u>	<u>25,200.45</u>
6. (a) Salary for one year at level 7 step XIII (Libya) for a Senior Administrative Officer and/or Assistant	25,472.97		
(b) Dependency allowance for 6 children	3,081.08		
(c) Medical Assistance Plan (1 month net salary at level 7 step XIII)	1,523.64		
(d) 14% pension	3,566.22		
(e) 1% appendix D	1,827.70		
Sub-Total	US\$35,471.61		
(f) 13% overhead cost	4,611.31		
TOTAL	<u>US\$40,082.92</u>		

* Grade and step of UNEP staff member performing at same level.