

No. 20723

**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
LAO PEOPLE'S DEMOCRATIC REPUBLIC**

**Basic Agreement concerning the activities of the United
Nations Children's Fund in Laos. Signed at Vientiane
on 13 February 1981**

Authentic texts: French and Laotian.

Registered ex officio on 1 February 1982.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
RÉPUBLIQUE DÉMOCRATIQUE POPULAIRE LAO**

**Accord de base relatif aux activités du Fonds des Nations
Unies pour l'enfance au Laos. Signé à Vientiane le
13 février 1981**

Textes authentiques : français et laotien.

Enregistré d'office le 1^{er} février 1982.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE LAO
PEOPLE'S DEMOCRATIC REPUBLIC AND THE UNITED
NATIONS CHILDREN'S FUND

WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations as an organ of the United Nations for the purpose of examining, in close collaboration with the developing countries, the needs of children in terms of their physical, intellectual and social development, elaborating general plans of action as well as specific projects, and providing financial assistance and various kinds of equipment to strengthen the basic services rendered to children in the spheres of health care, nutrition, education or any other social service of benefit to mothers and children,

WHEREAS the Government of the Lao People's Democratic Republic (hereinafter called "the Government") has indicated the desire to co-operate with UNICEF for the above purposes,

Now, therefore, UNICEF and the Government agree as follows:

Article I. REQUESTS TO UNICEF AND PLANS OF OPERATIONS

1. This Agreement sets forth the basic conditions governing the programmes in which UNICEF and the Government will participate, and the obligations of both Parties under such programmes.

2. Whenever the Government wishes to obtain assistance from UNICEF, it shall so inform UNICEF in writing, describing the project which it proposes to undertake and stating the extent of the proposed participation of the Government and of UNICEF in its execution.

3. UNICEF shall consider such requests on the basis of the resources available to it, the principles which guide it in the granting of assistance, and the need for the assistance requested.

4. The terms for the execution of each project approved, including the commitments to be undertaken by the Government and by UNICEF with respect to short and long-term planning, project evaluation and the furnishing of supplies, equipment, services and other assistance, shall be set forth in a plan of operations to be signed by the Government and by UNICEF, and, where appropriate, by the other organizations participating in the project. Each plan of operations shall be subject to the provisions of this Agreement.

*Article II. USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE
FURNISHED BY UNICEF*

1. The supplies and equipment furnished by UNICEF shall be transferred to the Government upon their arrival in the country, except as may be otherwise provided in the plan of operations. UNICEF reserves the right to request the return of any supplies or equipment furnished by it which are not used for the purposes laid down in the plan of operations.

¹ Came into force on 13 February 1981 by signature, in accordance with article VIII (1).

2. The Government shall take the necessary measures to ensure that the supplies, equipment and other assistance furnished by UNICEF are used or distributed equitably and efficiently, without distinctions on grounds of race, religion, nationality or political opinion and in accordance with the plan of operations. The beneficiaries shall in no way be required to pay for supplies furnished by UNICEF unless payment is expressly provided for in the relevant plan of operations.

3. UNICEF may arrange to place on the supplies and equipment furnished such distinguishing marks as it may deem necessary in order to indicate that the items in question were supplied by UNICEF.

4. The Government shall, at its own expense, be responsible for the reception, unloading, storage, insurance, transport and distribution of the supplies and equipment furnished by UNICEF after their arrival in the country.

Article III. ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

With respect to the execution of plans of operations, the Government shall keep such accounting and statistical records as may be deemed necessary by mutual agreement between the two Parties, and shall make available to UNICEF, at its request, the records and reports in question.

Article IV. CO-OPERATION BETWEEN THE GOVERNMENT AND UNICEF, AND PROVISION OF LOCAL FACILITIES AND SERVICES TO UNICEF

1. UNICEF may set up an office in the Lao People's Democratic Republic and may assign duly authorized officials to undertake periodic visits to the Lao People's Democratic Republic or to take up residence there. These officials shall consult and co-operate with the competent officials of the Government in the consideration and formulation of the proposed projects and plans of operations, and in the shipment, reception, distribution and use of the supplies and equipment furnished by UNICEF, and shall report to UNICEF on progress in the execution of the plans of operations and on all other matters pertaining to the application of this Agreement.

The Government shall permit the authorized officials of UNICEF to monitor all the phases of the execution of plans of operations in the Lao People's Democratic Republic.

2. In agreement with UNICEF, and to the extent of its capabilities, the Government shall arrange to make available to UNICEF the following local facilities and services, and to provide funds up to a mutually agreed amount, to cover the costs incurred in connection therewith:

- (a) The installation, fitting, maintenance and renting of the UNICEF office;
- (b) The local staff needed by UNICEF;
- (c) Postal and telecommunications facilities for service purposes;
- (d) Transport of staff within the country and subsistence allowance.

3. The Government shall also assist the international staff of UNICEF assigned to the Lao People's Democratic Republic in finding adequate accommodation.

Article V. PUBLIC INFORMATION

The Government shall co-operate with UNICEF with a view to keeping the public properly informed about the assistance provided by UNICEF.

Article VI. CLAIMS AGAINST UNICEF

1. Subject to the provisions of this article, the Government shall assume full responsibility in respect of claims arising out of the execution of plans of operations in the territory of the Lao People's Democratic Republic.

2. The Government shall therefore be responsible for dealing with any claims which third parties may bring against UNICEF or its experts, agents or officials and shall defend, and clear of all responsibility, UNICEF and its experts, agents or officials in the event of a claim or liability arising out of the execution of the plans of operations drawn up under this Agreement, unless the Government and UNICEF agree that the said claim or liability is based on gross negligence or willful misconduct on the part of the said experts, agents or officials.

3. Where the Government makes a payment under the provisions of paragraph 2 of this article, it shall be entitled to subrogation in respect of any rights and claims which UNICEF may have against third parties under the law of the country.

4. This article shall not apply to claims brought against UNICEF on account of an accident or injury sustained by a member of its staff.

5. UNICEF shall provide the Government with all the information and assistance that it may require in order to take action in any of the cases provided for in paragraph 2 of this article, or to fulfil the purposes of paragraph 3.

Article VII. PRIVILEGES AND IMMUNITIES

The Government shall apply to UNICEF, as an organ of the United Nations, to its property, funds and assets and to its staff, the provisions of the Convention on the Privileges and Immunities of the United Nations,¹ to which the Lao People's Democratic Republic is a party. No taxes, fees, tolls or other dues shall be levied on the supplies and equipment furnished by UNICEF, so long as they are used in accordance with the plans of operations.

Article VIII. GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of signature.

2. This Agreement and the plans of operations may be amended by written agreement between the Parties.

3. Either Party may, by written notice, terminate this Agreement, which shall, however, remain in force until the completion of all plans of operations, notwithstanding any such notice.

4. This Agreement shall supersede the agreement between UNICEF and the Royal Government of Laos of 15 August 1952,² as well as all protocols concluded subsequently.

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

² *Ibid.*, vol. 161, p. 323.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by UNICEF and by the Government, have, on behalf of the Parties, signed this Agreement.

DONE at Vientiane on 13 February 1981 in four copies, two in Lao and two in French, the texts in the Lao and the French languages being equally authentic.

For the Government:

[Signed]

Name: Mr. KHOUNE CHAITHONG

Title: Deputy Minister for Foreign
Affairs

For the United Nations
Children's Fund:

[Signed]

Name: Mrs. TITI MEMET
TANUMIDJAJA

Title: Regional Director