

No. 23169

**UNITED NATIONS
(UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION)
and
FRANCE**

**Agreement concerning the establishment of a UNIDO
Service in France to strengthen industrial co-operation
and promote investment in developing countries (with
annex). Signed at Vienna on 28 June 1980**

Termination of the above-mentioned Agreement

Authentic texts: French.

*The Agreement and its termination were registered ex officio on
1 December 1984.*

**ORGANISATION DES NATIONS UNIES
(ORGANISATION DES NATIONS UNIES
POUR LE DÉVELOPPEMENT INDUSTRIEL)
et
FRANCE**

**Accord au sujet de l'installation d'un service de l'ONUDI en
France pour le renforcement de la coopération indus-
trielle et la promotion des investissements dans les pays
en développement (avec annexe). Signé à Vienne le
28 juin 1980**

Abrogation de l'Accord susmentionné

Textes authentiques : français.

*L'Accord et son abrogation ont été enregistrés d'office le 1^{er} décembre
1984.*

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE FRENCH GOVERNMENT AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) CONCERNING THE ESTABLISHMENT OF A UNIDO SERVICE IN FRANCE TO STRENGTHEN INDUSTRIAL CO-OPERATION AND PROMOTE INVESTMENT IN DEVELOPING COUNTRIES

A. MAIN CHARACTERISTICS

Duration: Three years from the effective starting date of the operation. An extension will be considered in the light of the experience gained, which shall be evaluated jointly by the French Government and UNIDO.

Financing: The French Government, through a portion of its voluntary contribution earmarked for the United Nations Industrial Development Fund (UNIDF).

Estimated cost of the operation: 2.5 million francs for the anticipated duration (three years). This estimate is supposed to include all administrative costs, including payment for UNIDO services. An indicative budget for the period August-December 1980 is attached.

Starting date of operation: (1 August 1980).

B. DESCRIPTION

1. *General*

The UNIDO secretariat and the French authorities have jointly considered the possibility of establishing a UNIDO Service in France which would be responsible, in the context of the Organization's operational activities, for promoting and facilitating contacts between the relevant French enterprises and agencies on the one hand and interested parties in developing countries on the other.

Aware of the advantages of such a project for strengthening industrial co-operation between France and the third world, and with a view to affirming UNIDO's role in industrial development, the French Government has agreed to finance this operation through its voluntary contribution to the United Nations Industrial Development Fund (UNIDF).

2. *Main activities of the Service*

- To inform interested parties about opportunities for joint industrial or technical operations and ways of conducting such operations;
- To encourage investments in response to specific projects submitted by developing countries through UNIDO;
- To facilitate contacts between French policy makers and partners in developing countries in the areas of finance, industry and technology;

¹ Came into force on 28 June 1980 by signature, in accordance with section 7.

- To find techniques available in France that are suited to meeting the needs and requests of developing countries, and providing information on these techniques;
- To participate in the implementation of industrial co-operation operations conducted jointly by UNIDO and the French Government: visits to France or seminars for representatives of developing countries;
- To provide information on training or traineeship opportunities in the area of investment promotion offered by France to industrial personnel;
- To prepare and organize visits by potential partners in developing countries to the French industrial and financial enterprises concerned;
- To inform French enterprises about the development plans of the developing countries concerned, and the policies and regulations governing foreign investment in those countries.

3. *Institutional arrangements*

The Service shall be located in Paris. UNIDO shall be responsible for the implementation and overall administration of the operation. In agreement with the French Government, it shall appoint a Head of Service. The other staff of the Service shall also be appointed by UNIDO. Personnel shall be recruited in accordance with the relevant rules in force at the United Nations. The office staff shall consist of a Head of Service, a Deputy Head of Service and a secretary. UNIDO representatives shall enjoy the privileges and immunities provided for in the Convention¹ on the Privileges and Immunities of the United Nations, subject to the application of the provisions of article 21 of the UNIDO Constitution once the latter enters into force.

4. *Operation of the Service*

A programme of work shall be prepared by the Head of Service in co-operation with UNIDO. Prior to its adoption by UNIDO, it shall be submitted to the French Government for comments. An annual report on the Service's activities shall be prepared by the Head of Service, submitted to UNIDO and communicated to the French Government.

5. *Financial arrangements*

The French contribution to financing the Service's operations shall be charged to the French Government's voluntary contribution to UNIDF. Based on estimates, provision has been made for a tentative budget of 2.5 million francs for the total duration of the operation.

An initial contribution shall be earmarked for the operation in 1980 to cover start-up and organizational expenses.

UNIDO shall then present, based on proposals by the Head of Service and prior to 31 October 1980, a draft budget for 1981. For the following year and, if necessary, subsequent years, such draft budgets shall be prepared by 1 March of the year preceding the fiscal period in question.

The contributions of the French Government shall be decided each year in accordance with French budget laws and regulations.

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

All budget proposals, and the final budget, shall be expressed in French francs. These expenditures and the portions of the French Government's contribution earmarked for operation of the Service shall be presented in a special statement prepared by UNIDO. A revised budget shall be drawn up at the end of the fiscal period and attached to the annual report on the Service's activities.

At the end of the operation, any unused available funds shall be re-credited to France's voluntary contribution to UNIDF. Their use shall then be determined in accordance with the rules and practices of that Fund.

6. *Duration of the operation*

The anticipated duration of the operation shall be three years from the date on which the Service opens, subject to the application of French budget law, including annual parliamentary approval. At the end of the second year of operation, a possible extension shall be considered in the light of the experience gained, which shall be evaluated jointly by the French Government and UNIDO and decided, where appropriate, by mutual agreement.

7. *Final provisions*

This Agreement may be amended by an exchange of letters between the Parties.

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

Vienna, 28 June 1980

For UNIDO:

[Signed]

Dr. ABD-EL RAHMAN KHANE
Executive Director

For the French Government:

[Signed]

WILLIAM DE PEYSTER
Ambassador
Permanent Representative
of France to UNIDO

DRAFT BUDGET. UNIDO REPRESENTATION IN FRANCE

(Indicative budget for the period 1 August-31 December 1980)

	<i>French francs</i>	<i>Us dollars</i>
<i>A. Current expenditures</i>		
Rent and charges	16,600	4,000
Office supplies	2,905	700
Office equipment	20,750	5,000
Operating expenses	8,300	2,000
Travel	10,375	2,500
Hospitality	1,245	300
TOTAL A	<u>60,175</u>	<u>14,500</u>
<i>B. Salaries and allowances</i>		
Head of Service (L5/3)	138,000	33,253
Deputy Head of Service (L3/1) (3 months)	51,626	12,440
Multilingual secretary (G6/1)	44,779	10,790
TOTAL B	<u>234,405</u>	<u>56,483</u>
Administrative costs for A: 5%	3,009	725
Administrative costs for B: 14%	<u>32,817</u>	<u>7,908</u>
GRAND TOTAL	<u>330,406</u>	<u>79,616</u>

TERMINATION OF THE AGREEMENT OF 28 JUNE 1980 BETWEEN THE FRENCH GOVERNMENT AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) CONCERNING THE ESTABLISHMENT OF A UNIDO SERVICE IN FRANCE TO STRENGTHEN INDUSTRIAL CO-OPERATION AND PROMOTE INVESTMENT IN DEVELOPING COUNTRIES¹

The above-mentioned Agreement ceased to have effect on 1 January 1983, the date of retroactive effect of the Agreement between the Government of the French Republic and the United Nations (United Nations Industrial Development Organization (UNIDO)) concerning the UNIDO Service in Paris for the strengthening of industrial co-operation between France and the developing countries signed at Vienna on 31 January 1983,² in accordance with article XI of the latter Agreement.

The said Agreement has been registered *ex officio* by the Secretariat of the United Nations on 31 January 1983, the date of its entry into force.

¹ See p. 329 of this volume.

² United Nations, *Treaty Series*, vol. 1299, p. 277.