

No. 24309

**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
BOTSWANA**

Agreement concerning the activities of UNICEF in Botswana. Signed at Gaborone on 21 August 1986

Authentic text: English.

Registered ex officio on 21 August 1986.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
BOTSWANA**

Accord concernant les activités du FISE au Botswana. Signé à Gaborone le 21 août 1986

Texte authentique : anglais.

Enregistré d'office le 21 août 1986.

AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF BOTSWANA

The United Nations Children's Fund (hereinafter called "UNICEF") and the Government of Botswana (hereinafter called "the Government");

Whereas the General Assembly of the United Nations established UNICEF as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in developing countries receiving assistance; and

Whereas the Government desires UNICEF co-operation for the above purposes;

Now therefore UNICEF and the Government hereby agree as follows:

Article I. REQUESTS TO UNICEF AND PLANS OF OPERATIONS

1. This Agreement establishes the basic conditions and the mutual undertakings governing projects in which UNICEF and the Government are participating.

2. Whenever the Government wishes to obtain the co-operation of UNICEF, it shall inform UNICEF in writing, giving a description of the proposed projects or programmes and the extent of the proposed participation of the Government and UNICEF in their execution.

3. UNICEF shall consider such requests on the basis of its available resources, its assistance policies and the need for assistance.

4. The terms and conditions for each agreed project or programme including the commitments of the Government and UNICEF with respect to the furnishing of supplies, equipment, services or other assistance, shall be set forth in a Plan of Operations to be signed by the Government and UNICEF, and when appropriate, by other organizations participating in the project or programme. The provisions of this Agreement shall apply to each Plan of Operations.

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

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country, except as, in the case of transport of large items of equipment, may be otherwise provided in the Plan of Operations.

2. The Government shall take the necessary measures to ensure that all supplies and equipment and other assistance furnished by UNICEF are distributed or used equitably and efficiently, without discrimination because of race, creed, nationality status or political belief, in accordance with the Plan of Operations. No beneficiary shall be required to pay for supplies furnished by UNICEF except to the extent that payment is specifically provided for in the applicable Plan of Operations.

¹ Came into force on 21 August 1986 by signature, in accordance with article VIII (1).

3. UNICEF may arrange to place on the supplies and equipment furnished by it such markings as are deemed necessary by UNICEF to indicate the supplies are provided by UNICEF.

4. The Government shall make the arrangements for and shall pay the expenses relating to the reception, unloading, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF, after their arrival in the country.

5. The Government shall permit officers of UNICEF to observe all the phases of the execution of the Plans of Operations in Botswana.

6. UNICEF reserves the right to require the return of any supplies or equipment furnished by it which are not used for the purposes of the relevant Plan of Operations.

Article III. ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

The Government shall maintain such accounting and statistical records and reports with respect to the execution of Plans of Operations as may be mutually agreed to be necessary, and shall furnish any such records and reports to UNICEF at its request.

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

1. UNICEF may maintain an office in Botswana and may assign officers to be stationed therein or to visit the country for consultation and co-operation with the appropriate officials of the Government with respect to the review and preparation of proposed projects and plans of operations, and the shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF, and to advise UNICEF on the progress of the Plans of Operations and on any other matter relating to the application of this Agreement.

2. The Government, in agreement with UNICEF, shall make arrangements for and provide funds up to a mutually agreed amount towards the cost of the local services and facilities.

3. The Government shall grant UNICEF, its office in Botswana, their officers, experts, agents, or employees performing services on their behalf such co-operation and/or assistance as may be necessary for the speedy and efficient execution of UNICEF assistance. In particular, it shall grant them no less favourable legal rate of exchange than is extended to other United Nations agencies operating in Botswana.

4. The Government shall also assist with the procurement of suitable housing accommodation for expatriate international personnel of UNICEF assigned to Botswana.

Article V. PUBLIC INFORMATION

The Government shall co-operate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

Article VI. CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the provisions of this Article, responsibility in respect to claims resulting from the execution of Plans of Operations within the territory of Botswana.

2. The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of Plans of Operations made pursuant to this Agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

3. In the event of the Government making any payment in accordance with the provisions of paragraph 2 of this Article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third parties.

4. This Article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.

5. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph 2 of this Article relates or for the fulfilment of the purposes of paragraph 3 of the present Article.

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 officials, the provisions of the Convention on the Privileges and Immunities of the United Nations.¹ No taxes, fees, tolls or duties shall be levied on supplies, equipment or services furnished by UNICEF so long as they are used in accordance with the Plans of Operations.

Article VIII. GENERAL PROVISIONS

1. The present Agreement shall enter into force on the date of signature and shall replace the Basic Agreement between UNICEF and the Government signed in 1968.²

2. This Agreement and the Plans of Operations may be modified by written agreement between the Parties hereto.

3. This Agreement may be terminated by either Party by written notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until the termination of all Plans of Operations.

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

² United Nations, *Treaty Series*, vol. 639, p. 61.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of UNICEF and of the Government have, on behalf of the Parties, respectively signed the present Agreement.

Signed: For the United Nations Children's Fund:

Name: DICKSON ANITISHE NKEMBO

Title: Area Representative
for South Eastern
Africa

Signed at Gaborone

Date: 21 August 1986

Signed: For the Government of Botswana:

Name: BALEDZI GAOLATHE

Title: Permanent Secretary,
Ministry of Finance and
Development Planning

Signed at Gaborone

Date: 21 August 1986