

No. 25566

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

**Basic Agreement. Signed at Lusaka on 30 and 31 December
1987**

Authentic text: English.

Registered ex officio on 31 December 1987.

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

Accord de base. Signé à Lusaka les 30 et 31 décembre 1987

Texte authentique : anglais.

Enregistré d'office le 31 décembre 1987.

BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

The United Nations Children's Fund (hereinafter called "UNICEF") and the Government of the Republic of Zambia (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 programmes and 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 programmes or projects 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 programme or project, 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 programme or project. 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.

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.

¹ Came into force on 31 December 1987 by signature, in accordance with article VIII (1).

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 Zambia.

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

1. 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 Zambia 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, each year, make arrangements for and provide funds up to a mutually agreed amount towards the cost of the local services and facilities of the UNICEF Office.

3. The Government shall grant UNICEF, its office in Zambia, officers, experts, agents, or employee performing services on its 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 treatment, including on matters relating to exchange control and legal rate of exchange, than is extended to other United Nations agencies operating in Zambia.

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

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 Zambia.

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 em-

ployees 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 of 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 1967.²

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.

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: [Signed]
For the United Nations Children's Fund

Name: DICKSON A. NKEMBO
Title: Area Representative for South Eastern Africa

Signed at Lusaka
Date: 30th December 1987

Signed: [Signed]
For the Government of the Republic of Zambia

Name: L. S. CHIVUNO
Title: Director General

Signed at Lusaka
Date: 31 Dec. 1987

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

² *Ibid.*, vol. 589, p. 89.

II

Treaties and international agreements

filed and recorded

from 18 December 1987 to 31 December 1987

No. 983

Traités et accords internationaux

classés et inscrits au répertoire

du 18 décembre 1987 au 31 décembre 1987

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