

No. 26371

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

**Basic Agreement concerning the activities of UNICEF in
Djibouti. Signed at Djibouti on 2 November 1988**

Authentic text: French.

Registered ex officio on 14 January 1989.

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

**Accord de base concernant les activités du FISE à Djibouti.
Signé à Djibouti le 2 novembre 1988**

Texte authentique : français.

Enregistré d'office le 14 janvier 1989.

[TRANSLATION — TRADUCTION]

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

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 meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of the countries receiving assistance,

Whereas the Government of the Republic of Djibouti (hereinafter called "the Government") desires UNICEF cooperation for the above purposes,

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

Article 1. 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 assistance from UNICEF, it shall inform UNICEF in writing through the UNICEF representative accredited to the Republic of Djibouti, giving a description of the proposed project and the extent of the proposed participation of the Government and UNICEF in its execution.

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

4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to 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. The provisions of this Agreement shall apply to each plan of operations.

Article 2. USE OF ASSISTANCE

1. The Government shall be responsible for executing and achieving the goals of the project. All goods 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. UNICEF reserves the right to require the return of any equipment furnished by it which is not used for the purposes of the plan of operations.

¹ Came into force on 14 January 1989, the date of receipt by UNICEF of the notice from the Government of Djibouti of the completion of the required constitutional formalities, in accordance with article 9 (1).

2. The Government shall take the necessary measures to ensure that the supplies and equipment and other assistance furnished by UNICEF are distributed or used equitably and efficiently, without discrimination because of race, creed, nationality 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 payment is expressly 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 that 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.

Article 3. ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

The Government shall maintain such accounting and statistical records 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 4. COOPERATION BETWEEN THE GOVERNMENT AND UNICEF AND PROVISION OF LOCAL FACILITIES AND SERVICES TO UNICEF

1. UNICEF may maintain an office in the Republic of Djibouti and may assign authorized officers to visit or be stationed therein for consultation and cooperation 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 any goods 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.

The Government shall permit authorized officers of UNICEF to observe all the phases of execution of the plans of operations in the Republic of Djibouti.

2. The Government, in agreement with UNICEF, shall make the necessary arrangements to ensure that UNICEF gets the necessary public services, on equitable conditions.

3. The Government shall also facilitate the provision of suitable accommodation for international personnel of UNICEF assigned to the Republic of Djibouti.

Article 5. COOPERATION AND INFORMATION

1. The Government shall cooperate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

2. The Government and UNICEF shall cooperate fully to achieve the objectives for which assistance is granted. To that end, they shall exchange views and information concerning the progress of the project.

Article 6. 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, excluding nationals of

Djibouti and permanent foreign residents who are locally engaged, the provisions of the Convention on the Privileges and Immunities of the United Nations.¹ No taxes, fees or duties shall be levied on supplies and equipment furnished by UNICEF so long as they are used in accordance with the plans of operations.

Article 7. CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the provisions of this article, full responsibility in respect to claims resulting from the execution of plans of operations within the territory of the Republic of Djibouti.

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 or 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 persons.

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.

Article 8. SETTLEMENT OF DISPUTES

1. Where a dispute between the Government and UNICEF arising from this Agreement, or from a plan of operations relating thereto cannot be settled by negotiations or by any other agreed means of settlement, it shall be submitted to arbitration, if one of the Parties so requests.

2. Each Party shall appoint an arbitrator, to whom it shall explain the dispute, and shall inform the other Party of his name. If the two arbitrators are unable to agree on an arbitration award, they shall immediately appoint a presiding arbitrator. If, within 30 days of the request for arbitration, one of the Parties has not appointed an arbitrator, or if the arbitrators fail to agree on an award or on the appointment of a presiding arbitrator, either Party may ask the President of the International Court of Justice to appoint an arbitrator or a presiding arbitrator.

3. The expenses of arbitration shall be borne by the Parties in the proportion to be determined in the arbitration award. The award shall be accepted by the Parties as a final settlement of the dispute.

Article 9. GENERAL PROVISIONS

1. This Agreement shall enter into force on the date on which UNICEF receives written notice from the Government of the Republic of Djibouti of the completion of the required constitutional formalities.

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

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.

For the Government:

[Signed]

MOUMIN BAHDON FARAH
Minister for Foreign Affairs and Cooperation
2 November 1988

For the United Nations Children's Fund:

[Signed]

KARIM AKADIRI
UNICEF Assistant Representative
2 November 1988
