

No. 27259

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

**Exchange of letters constituting an agreement on a legal framework for the operations of the UNICEF Office in Namibia (with annexes). New York, 2 May 1990, and Windhoek, 9 May 1990**

*Authentic text: English.*

*Registered ex officio on 9 May 1990.*

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

**Échange de lettres constituant un accord sur le cadre juridique des activités du Bureau de l'UNICEF en Namibie (avec annexes). New York, 2 mai 1990, et Windhoek, 9 mai 1990**

*Texte authentique : anglais.*

*Enregistré d'office le 9 mai 1990.*

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS (UNITED NATIONS CHILDREN'S FUND) AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA ON A LEGAL FRAMEWORK FOR THE OPERATIONS OF THE UNICEF OFFICE IN NAMIBIA

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UNICEF  
UNITED NATIONS CHILDREN'S FUND  
FONDS DES NATIONS UNIES POUR L'ENFANCE  
FONDO DE LAS NACIONES UNIDAS PARA LA INFANCIA  
NEW YORK

2 May 1990

Excellency,

I have the honour to refer to the discussions between our representatives concerning the conclusion of an Agreement between the United Nations Children's Fund (UNICEF) and the Government of Namibia to cover programmes of co-operation in Namibia within UNICEF's mandate.

UNICEF, under the direction of its Executive Board, has been charged by the General Assembly of the United Nations with the responsibility of meeting, through the provision of supplies, training and advice, the emergency and long-range needs of children, and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, the child health and child welfare programmes of countries receiving assistance.

In this connection, I have the honour to confirm that UNICEF is prepared to conclude an Agreement with your Government, and herewith attach the Basic Co-operation Agreement (Annex I), which UNICEF has been authorized by its Executive Board to use as the basis for such an Agreement. I have also the honour to propose that the Basic Co-operation Agreement between your Government and UNICEF should be signed as soon as possible in order to enable UNICEF to commence its co-operation in programmes in the Country.

However, in order to provide a legal framework for the operation of the UNICEF Office in Namibia, UNICEF is willing to accept in the meantime that the Agreement between the Government and the United Nations Development Programme signed on 22 March 1990<sup>2</sup> should be made applicable, *mutatis mutandis*, to UNICEF until 1 October 1990, or as soon as an agreement is concluded by UNICEF and your Government based on the Model Text of the UNICEF Basic Co-operation Agreement.

<sup>1</sup> Came into force on 9 May 1990 by the exchange of the said letters.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1562, No. I-27171.

Should you be agreeable to the above, I have the honour to propose that this Letter and your reply in this sense, in the form of the attached (Annex II), shall constitute an Agreement between the Parties as provided in paragraph 4 above.

Excellency, please accept the assurances of my highest consideration.

*[Signed]*

JAMES P. GRANT  
Executive Director

His Excellency Mr. Theo-Ben Gurirab  
Minister of Foreign Affairs  
The Republic of Namibia

## ANNEX 1

MODEL BASIC CO-OPERATION AGREEMENT BETWEEN THE UNITED NATIONS  
CHILDREN'S FUNDS AND GOVERNMENTS

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CORRIGENDUM TO THE MODEL BASIC CO-OPERATION AGREEMENT  
BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND GOVERNMENTS

*Page 9, article V, subparagraph 2 (b), lines 1 and 2*

*For supplies and equipment furnished read supplies, equipment and other materials provided*

*Page 10, article VII, paragraph 6, line 2*

*For supplies and equipment, read supplies, equipment and other materials*

*Page 12, article XI, paragraph 1, lines 4 and 5*

*For charges on mail, cablegrams, teleprinters, telephone read charges on mail and cablegrams and on teleprinter, facsimile, telephone*

*Page 13, article XIII, paragraph 2, lines 2 and 3*

*For facilities in subparagraphs read facilities specified in subparagraphs*

*Page 14*

*Article XIV, line 4:*

*For set forth read specified*

*Article XVII, last line:*

*For or other read and*

*Page 16, article XXIV, line 3*

*For an instrument of read an instrument constituting*

## AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF .....

### PREAMBLE

Whereas the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by Resolution 57 (I) of 11 December 1946,<sup>1</sup> as an organ of the United Nations, and by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of supplies, training and advice, the emergency and long-range needs of children and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, the child health and child welfare programmes of countries with which UNICEF co-operate, and

Whereas UNICEF and the Government of ..... (hereinafter called the Government) wish to establish the terms and conditions under which UNICEF shall, within its mandate, co-operate in programmes in .....,

Now, therefore, UNICEF and the Government, in a spirit of friendly co-operation, have entered into the present Agreement.

### Article I. DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

- (a) UNICEF means the United Nations Children's Fund.
- (b) Government means the Government of .....
- (c) Host Country or Country means .....
- (d) Parties means UNICEF and the Government.
- (e) Convention means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly to the United Nations on 13 February 1946.<sup>2</sup>
- (f) UNICEF office means the organizational unit(s) in the Host Country through which UNICEF co-operates in programmes in the Country and includes the field offices established in the Country.
- (g) Head of Office means the UNICEF representative to the Country and includes the UNICEF regional director where applicable.
- (h) UNICEF officials means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I).<sup>3</sup>
- (i) Experts on mission means individuals, other than UNICEF officials, performing missions for UNICEF.
- (j) Persons performing services on behalf of UNICEF means corporate or individual contractors, institutions or firms and their employees, with the exception of nationals of the Host Country and of UNICEF officials and experts on mission, retained to execute or to assist in the execution of programmes of co-operation.
- (k) UNICEF personnel means UNICEF officials and experts on mission.
- (l) Programmes of co-operation means the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement.

<sup>1</sup> United Nations, *Official Records of the General Assembly, First Session, Second Part (A/64/Add.1)*, p. 90.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

<sup>3</sup> United Nations, *Official Records of the General Assembly, Thirty-first Session, Supplement No. 39 (A/31/39)*, vol. 1, p. 96.

(m) Master plan of operations means the country programme document, agreed to between UNICEF and the Government, containing the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement.

(n) Greeting Card Operation means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products.

#### *Article II. SCOPE OF THE AGREEMENT*

1. The present Agreement embodies the basic conditions under which UNICEF shall, within its mandate, co-operate in programmes in the Country.

2. UNICEF co-operation in programmes in the Country shall be provided consistently with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.

#### *Article III. PROGRAMMES OF CO-OPERATION*

1. The programme of co-operation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be signed by UNICEF, the Government and, as the case may be, other participating institutions.

2. The master plan of operations shall define the particulars of the programmes of co-operation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating institutions and the estimated financial resources required to carry out the programme activities.

3. The Government shall permit UNICEF personnel to observe and monitor all the phases of the programmes of co-operation.

4. The Government shall also keep such statistical records concerning the execution of each master plan of operations as the parties shall consider necessary and shall supply any of such records to UNICEF at its request.

5. The terms of the present Agreement shall apply to all aspects of the programmes of co-operation in the Country, as contained in the master plan of operations.

6. The Government shall co-operate with UNICEF and shall provide the means necessary for adequately informing the public about the programme activities covered by the present Agreement.

#### *Article IV. UNICEF OFFICE*

1. The Government agrees that UNICEF may establish and maintain a UNICEF office in the Country, as required, to assist in implementing the programmes of co-operation.

2. UNICEF may also establish and maintain a regional/area office in the Country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain a UNICEF office in the Country, it may provide the programme support agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

#### *Article V. PERSONNEL*

1. UNICEF may assign to the UNICEF office in the Country such UNICEF personnel or other personnel as are deemed necessary by UNICEF to administer and provide support to the programmes of co-operation.

2. UNICEF may designate UNICEF personnel to visit the Country for purposes of consulting and co-operating with the corresponding officials of the Government in connection with:

(a) The review, preparation, monitoring and evaluation of the programmes of co-operation;

- (b) The shipment, receipts, distribution or use of the supplies and equipment furnished by UNICEF;
- (c) Advising the Government regarding the progress of the programmes of co-operation;
- (d) Any other matters relating to the application of the present Agreement.

3. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services on behalf of UNICEF assigned to the UNICEF office and of the changes in the status of such persons.

#### *Article VI. GOVERNMENT CONTRIBUTION*

1. The Government undertakes to provide to UNICEF, as required:
  - (a) Appropriate office premises for the UNICEF office;
  - (b) Postage and telecommunications for official purposes;
  - (c) Transportation for UNICEF personnel, or fuel for official vehicles used by them, in the performance of their official functions within the Country;
  - (d) Government accommodation, where available, to UNICEF personnel while in official travel status within the Country.
2. The Government shall also provide funds, up to mutually agreed amounts, to cover the costs of certain local services as the Parties shall agree, including, but not limited to, equipment, fixtures and maintenance for the office premises.
3. The Government shall also assist UNICEF:
  - (a) In the location of suitable housing accommodation for internationally recruited UNICEF personnel;
  - (b) In the installation and supply at preferential rates of utility services.
4. In the event that UNICEF does not maintain a UNICEF office in the Country, the Government agrees to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of co-operation in the Country, up to a mutually agreed amount.

#### *Article VII. SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE*

1. UNICEF contribution to programmes of co-operation may be in the form of financial and other assistance. Supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation under the present Agreement shall be transferred to the Government upon arrival in the Country, unless otherwise provided in the master plan of operations.
2. UNICEF may place on the supplies, equipment and other materials it furnished such markings as are deemed necessary to identify them as being provided by UNICEF.
3. The Government shall be responsible for, and shall meet the costs associated with the clearance, receipt, unloading, storage, insurance, transport and distribution of the supplies, equipment and other materials provided by UNICEF under the present Agreement, after their arrival in the Country.
4. The Government shall exert its best efforts, and take the necessary steps and measures, to ensure that the supplies, equipment, financial and other assistance provided by UNICEF under the present Agreement are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.



5. No taxes including value added tax (VAT), fees, tolls or duties shall be levied on the supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation.

6. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies and equipment, provided to the Government by UNICEF, that have not been used in the programmes of co-operation.

7. The Government shall maintain proper accounts, records and documentation, in respect of the funds received from UNICEF and disbursed by the Government, in such form as is necessary to permit adequate review of the use made of such funds. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to relevant documents concerning expenditures against funds provided by UNICEF.

8. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of co-operation and certified financial statements, audited in accordance with existing government rules and procedures.

#### *Article VIII. INTELLECTUAL PROPERTY RIGHTS*

1. Ownership of patent rights and rights on any discoveries or inventions, as well as copyrights and other similar rights on works (including documents, plans, reports, etc.) resulting from the programme activities in which UNICEF co-operates under the present Agreement, shall be vested in UNICEF. The Government shall inform UNICEF promptly of any particular right or rights on any discovery or invention or works which, to its knowledge, have resulted from the implementation of programme activities in which UNICEF co-operates, and shall assist UNICEF in securing the protection of such rights, through registration or otherwise, in accordance with applicable law.

2. Except as otherwise agreed by the Parties in each case, the Government shall be entitled to use or exploit and to obtain any necessary licenses, free of any royalty or charge of a similar nature for the use or exploitation of the rights herein provided.

#### *Article IX. PRIVILEGES AND IMMUNITIES*

1. The Government shall extend to UNICEF, its property, funds and assets, and to its officials and experts on mission, the privileges and immunities set out in the Convention.

2. Without prejudice to the provisions of paragraph 1 of the present article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles X to XVII hereunder.

#### *Article X. UNICEF OFFICE, PROPERTY, FUNDS AND ASSETS*

1. The premises of the UNICEF office shall be inviolable. The appropriate government authorities shall exercise due diligence to ensure the security and protection of the premises of the UNICEF office.

2. Without being restricted by financial controls, regulations or moratoria of any kind, UNICEF may freely:

- (a) Bring into the Country from any other country and acquire from authorized banking and financial institutions, funds, securities, currencies of any kind and negotiable instruments;
- (b) Accept funds, securities, currencies of any kind and negotiable instruments conveyed to UNICEF through bequests, or obtained from UNICEF activities in the Country;
- (c) Hold and use funds, securities, currencies of any kind and negotiable instruments for its programmes in the Country, maintain and operate accounts in any currency, and convert any currencies held by it into any other currency;

(d) Transfer its funds, securities, currencies of any kind and negotiable instruments from the Country to any other country or within the Country, to individuals, firms, institutions or agencies, including any organization or agency of the United Nations system.

3. The rate of exchange available to UNICEF for the financial activities envisaged above shall be the most favourable, legally available rate of exchange.

4. In exercising the rights accorded to it under paragraph 2 of the present article, UNICEF shall pay due regard to any representation made to it by the Government and shall endeavour to give effect thereto, so far as this is possible without detriment to its own interests.

#### *Article XI. FACILITIES IN RESPECT OF COMMUNICATIONS*

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental organizations in matters of establishment and operation, priorities, tariffs, charges on mail, cablegrams, teleprinters, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications to be added by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. UNICEF shall be entitled, in establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982)<sup>1</sup> and the regulations annexed thereto.

#### *Article XII. FACILITIES IN RESPECT OF MEANS OF TRANSPORTATION*

The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other crafts required for programme activities under the present Agreement.

#### *Article XIII. UNICEF PERSONNEL*

##### *Officials*

1. UNICEF officials while in the Country, other than nationals of the Host Country employed locally, shall enjoy the following privileges and immunities:

- (a) Immunity from legal process of any kind in respect of words spoken or written or in respect of any act performed in an official capacity. Such immunity will continue even after termination of employment with UNICEF;
- (b) The same protection and repatriation facilities with respect to themselves, their spouses and other dependants as are accorded in time of crisis to diplomatic envoys;
- (c) Exemption from taxation in respect of salaries, emoluments and allowances paid by UNICEF;
- (d) Prompt clearance and issuance without cost of necessary visas, licenses or permits necessary for the effective exercise of their functions;
- (e) Free movement within or to or from the Country, to the extent necessary for the implementation of the programmes of co-operation;
- (f) Exemption, with respect to themselves, their spouses, and other dependants from immigration restriction and alien registration;

<sup>1</sup> United Nations, *Treaty Series*, vol. 1531, p. 2.

(g) The issuance of any permits necessary for importation of household and personal effects or other property, materials and supplies intended for their personal use or consumption and authorization to take any of them out of the Country on completion of their assignment;

(h) Immunity from service in the military and any other obligatory service.

2. National Professional officers and General Service staff who are nationals of the Host Country, employed locally, shall be entitled to the rights and facilities in subparagraphs (a), (c), (e) and (h) of paragraph 1 of this article.

*Experts on mission*

3. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.

**Article XIV. PERSONS PERFORMING SERVICES**

Persons performing services on behalf of UNICEF, other than nationals of the Host Country employed locally, shall be granted the privileges and immunities specified in article V, section 18, of the Convention. They shall, in particular, be granted the rights and facilities set forth in subparagraphs (c), (d), (e) and (g) of paragraph 1 of article XIII of the present Agreement.

**Article XV. OTHER PERSONNEL**

1. All other personnel recruited locally by UNICEF and assigned to hourly rates to perform services for UNICEF shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for personnel recruited locally by UNICEF and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.

**Article XVI. HEAD OF THE UNICEF OFFICE**

The head of the UNICEF office shall enjoy the privileges, immunities and facilities granted to heads of diplomatic missions accredited to the Government. For this purpose his name shall be incorporated into the diplomatic list. The senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to the members of diplomatic missions of comparable ranks.

**Article XVII. GREETING CARDS AND OTHER UNICEF PRODUCTS**

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national or other local taxes.

**Article XVIII. WAIVER OF PRIVILEGES AND IMMUNITIES**

The privileges and immunities accorded under the present Agreement are granted in the interest of the United Nations, including UNICEF, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

*Article XIX. CLAIMS AGAINST UNICEF*

1. UNICEF co-operation in programmes under the present Agreement is provided for the benefit of the Government and people of the Host Country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims, arising from or directly attributable to the operations under the present Agreement, which may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or willful misconduct.

*Article XX. SETTLEMENT OF DISPUTES*

1. Any relevant matter for which no provision is made in the present Agreement and any issue, controversy or dispute between UNICEF and the Government arising out of or relating to the interpretation or application of the present Agreement shall be settled amicably by negotiations between the Parties or through conciliation and, failing settlement by either or both of these means, by arbitration.

2. If the Parties agree to settlement by conciliation, either Party shall have the right to request the appointment of a conciliator by the President of the International Court of Justice. The procedure for the conciliation proceedings shall be fixed, in consultations with the Parties, by the conciliator. The recommendation of the conciliator shall contain a statement of the reasons on which it is based. The Parties shall give due consideration to the recommendation of the conciliator.

3. In the event that the Parties fail to settle their dispute by negotiation, or through conciliation, or both, the aggrieved Party may request the appointment of an arbitrator by the President of the International Court of Justice. The procedure for the arbitration proceedings shall be fixed, in consultation with the Parties, by the arbitrator. The decision of the arbitrator shall contain a statement of the reasons on which it is based. The Parties shall be bound by such decision and the award of the arbitrator made in accordance with the present Agreement.

4. The expenses of the conciliation or arbitration shall be borne equally by the Parties.

*Article XXI. INTERPRETATION*

1. The present Agreement shall be interpreted and applied liberally in the light of changing circumstances with a view to achieving its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to execute its mandate in the Country.

2. The present Agreement supersedes and replaced all previous Basic Agreements, including addenda thereof, between UNICEF and the Government.

*Article XXII. AMENDMENTS*

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

*Article XXIII. TERMINATION*

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement, except that those provisions of the present Agreement which are necessary for the orderly cessation of the activities of UNICEF and the disposal of its property in the Country, and resolution of any disputes between the Parties shall survive its termination.

*Article XXIV. ENTRY INTO FORCE*

The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government, and of an instrument of an act of formal confirmation by UNICEF.

IN WITNESS WHEREOF, the undersigned, being duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed the present Agreement, in the ..... language(s). For purposes of interpretation and in case of conflict, the ..... text shall prevail.

DONE at ....., this ..... day of ....., nineteen hundred ninety .....

For the United Nations  
Children's Fund:

For the Government:

*Name:*

*Name:*

*Title:*

*Title:*

*Signature:*

*Signature:*

## ANNEX II

Dear Sir,

I have the honour to acknowledge receipt of your letter dated . . . . . proposing that a Basic Co-operation Agreement should be concluded as soon as possible between UNICEF and my Government, and that in the meantime the Agreement between the Government of Namibia and the United Nations Development Programme concluded on 22 March 1990 be made applicable, *mutatis mutandis*, to UNICEF until 1 October 1990, or as soon as an agreement is concluded by UNICEF and your Government based on the model text of the UNICEF Basic Co-operation Agreement.

I have the honour to inform you that the Government of Namibia accepts the proposals contained in your letter and agrees that your letter and this reply shall be regarded as constituting an agreement placing on record the understandings of the Parties on this matter.

Accept, Sir, the assurances of my highest consideration.

## II

REPUBLIC OF NAMIBIA  
MINISTRY OF FOREIGN AFFAIRS  
WINDHOEK

09-05-1990

Ref.: MFA/PE/UN/9

Mr. James P. Grant  
Executive Director

Dear Sir,

I have the honour to acknowledge receipt of your letter dated 2 May 1990, proposing a Basic Co-operation Agreement between UNICEF and the Government of the Republic of Namibia, taking into consideration your proposed model text of the UNICEF Basic Co-operation Agreement.

Moreover, pending the conclusion of that Agreement, may I suggest that the Agreement between the Government of the Republic of Namibia and United Nations Development Programme concluded on 22 March 1990 be made applicable, *mutatis mutandis*, to UNICEF.

However, in terms of the Namibian Constitutional requirements, the above-mentioned Agreement will be referred to the Cabinet for approval, but I can assure you that the issue will enjoy my active consideration and that you will be informed in due time about the government's position.

Accept, Sir, the assurance of my highest consideration.

[Signed]

THEO-BEN GURIRAB  
Minister of Foreign Affairs