

No. 27432

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

Land Grant Agreement. Signed at Bamako on 19 July 1990

Authentic text: French.

Registered ex officio on 19 July 1990.

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

**Accord de cession de terrain de construction. Signé à Bamako
le 19 juillet 1990**

Texte authentique : français.

Enregistré d'office le 19 juillet 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALI AND THE UNITED NATIONS CHILDREN'S FUND (UNICEF) FOR THE GRANT OF CONSTRUCTION LAND

Whereas the Government of the Republic of Mali (hereinafter referred to as the "Government") and the United Nations Children's Fund (hereinafter referred to as "UNICEF"), acting on behalf of the United Nations of which it is a subsidiary organ, concluded a Basic Cooperation Agreement (hereinafter referred to as the "Basic Agreement") which was signed at Koulobouba on 17 November 1960,²

Whereas, in accordance with the Agreement, the Government will contribute to the expenses, facilities and local services of the UNICEF office serving the country,

Whereas the Government is prepared to make available to UNICEF a piece of land in Bamako for the construction of the UNICEF offices,

Whereas the Government adopted Decree No. 89-173/P-RM of 23 May 1989 reallocating a plot of land in the District of Bamako for that purpose,

The Government and UNICEF hereby agree as follows:

Article I

The Government hereby grants to UNICEF, with rights of tenure and possession, freehold title to the plot of land measuring 84.00 ares registered as lot No. 5132 of the District of Bamako.

Article II. USE OF LAND

1. UNICEF shall have the right to construct on the land, at its expense, buildings and other facilities for use as its offices.

2. In the construction of the buildings, UNICEF undertakes to comply with all relevant laws and regulations in force in Mali concerning State property and construction.

Article III. ORIGIN OF OWNERSHIP-EASEMENT

The State of Mali has freehold title to the land referred to herein, which is not subject to any easement. The Government shall ensure that UNICEF's occupation and use of the land is free of any encumbrances, liens, dues, mortgages or interests of third parties.

Article IV. ENTRY INTO POSSESSION

UNICEF shall enter into possession of the plot.

Article V. COMMITMENTS AND CONDITIONS

Under this Agreement, UNICEF makes the following additional commitments:

1. To construct the buildings on the land within a period of two years following the signature of the Agreement;

¹ Came into force on 19 July 1990 by signature, in accordance with article X.

² United Nations, *Treaty Series*, vol. 402, p. 23.

2. To accept the plot of land as is at the time of entry into possession;
3. Not to commence work on the foundations of any building before having had the plans approved by the Government of Mali and obtained the building permit.

Article VI. TRANSFER AND OWNERSHIP

The State Property Registrar shall transfer the land to UNICEF's name. If the UNICEF office is withdrawn from Bamako, Mali, or if UNICEF decides to close down the office, UNICEF shall be entitled to transfer ownership of the land and the buildings constructed thereon to the United Nations [Development] Programme. If UNICEF decides to transfer the land and the buildings to the Government, the Government shall reimburse UNICEF in an amount equal to the market value prevailing at the time of the transfer of the buildings and related installations constructed at UNICEF expense.

Article VII. COSTS

The land grant is exempt from all registration and stamp duties.

Article VIII. TAX EXEMPTIONS

The Government undertakes to exempt the land, the premises and any supplies, materials, equipment and services used in the construction of the premises from all domestic taxes, fees, duties or dues.

Article IX. INTERPRETATION AND APPLICATION

This instrument shall be interpreted and applied in accordance with the Basic Agreement signed by the Government, bearing in mind its primary purpose which is to enable UNICEF fully and efficiently to discharge its responsibilities and attain its objectives in Mali. Any dispute arising in connection with this Agreement shall be settled in accordance with Articles IX and X of the Basic Agreement.

Article X. AMENDMENT, MODIFICATION AND DENUNCIATION

No amendment, modification or denunciation of this instrument shall have legal effect without the written consent of the parties.

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

DONE at Bamako on 19 July 1990, in two originals in the French language.

For UNICEF:

[ALAN S. EVEREST]
Representative of UNICEF

For the Government
of the Republic of Mali:

[MAMADOU SISSOKU]
Minister of Justice
Keeper of the Seals