

No. 30321

**UNITED NATIONS
and
ERITREA**

**Agreement relating to the establishment in Eritrea of a
United Nations Integrated Office (with exchange of let-
ters dated 13 August and 30 September 1993). Signed at
New York on 30 September 1993**

Authentic text: English.

Registered ex officio on 30 September 1993.

**ORGANISATION DES NATIONS UNIES
et
ÉRYTHRÉE**

**Accord relatif à l'établissement d'un bureau intégré des
Nations Unies en Érythrée (avec échange de lettres en
date des 13 août et 30 septembre 1993). Signé à New York
le 30 septembre 1993**

Texte authentique : anglais.

Enregistré d'office le 30 septembre 1993.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF ERITREA RELATING TO THE ESTABLISHMENT IN ERITREA OF A UNITED NATIONS INTEGRATED OFFICE

Whereas the Government of Eritrea expresses its interest that the United Nations establishes an integrated Office in Eritrea with a view to supporting and supplementing the national efforts in solving the most important problems of economic development and promoting social progress and better standard of life;

Whereas the Government of Eritrea agrees to ensure the availability of all the necessary facilities to enable the United Nations integrated Office to perform fully and effectively its functions, including its scheduled programmes of work and any related activities, and to fulfill its purposes in co-operation and harmony with the Government and people of Eritrea;

Whereas the Government of Eritrea agrees to apply to the United Nations integrated Office, the United Nations Agencies, Programmes and Funds forming part of the Office and to the officials of the United Nations, including those of the said Agencies, Programmes and Funds, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations;²

Whereas the Parties wish to conclude an Agreement with a view to regulating questions arising from the establishment in Eritrea of the United Nations Office, as an Integrated Office of the United Nations and the United Nations Agencies, Programmes and Funds;

NOW, THEREFORE, the Parties hereto, in a spirit of friendly co-operation, have agreed, as follows:

Article I
Definitions

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

- (a) "United Nations integrated Office" or "Office" means the United Nations Integrated Office, an organizational unit through which the United Nations

¹ Came into force on 30 September 1993 by signature, in accordance with article XXI.

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

provides assistance and co-operation in programmes in the country. This term includes any field sub-offices established in the country by the United Nations including its Agencies, Programmes and Funds;

(b) "The Government" means the Government of Eritrea;

(c) "The United Nations" means the United Nations, an international intergovernmental Organization established under the Charter of the United Nations and includes the various Agencies, Programmes and Funds of the United Nations, inter alia, UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP;

(d) "The appropriate authorities" means central, local and other competent authorities under the law of Eritrea;

(e) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(f) "Parties" means the United Nations and the Government of Eritrea;

(g) "Head of the Office" means the official in charge of the United Nations integrated Office;

(h) "Officials of the United Nations" means the Head of the United Nations integrated Office, the Representatives of the United Nations Agencies, Programmes and Funds, all members of their staff and any other staff members of the United Nations system, irrespective of nationality, 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 for in United Nations General Assembly resolution 76(1) of 7 December 1946;¹

(i) "Experts on mission" means individuals, other than officials of the United Nations or persons performing services on behalf of the United Nations, undertaking missions, coming within the scope of Articles VI and VII of the Convention;

(j) "Persons performing services on behalf of the United Nations" means individual contractors, other than officials of the United Nations, to execute or assist in the carrying out of its programmes or other related activities;

¹ United Nations, *Official Records of the General Assembly, First Session, Second Part (A/64/Add.1)*, p. 139.

(k) "UNDP" means the United Nations Development Programme established pursuant to United Nations General Assembly resolutions 2029 (XX) of 22 November 1965¹ and 2688 (XXV) of 11 December 1970;²

(l) "UNICEF" means the United Nations Children's Fund established pursuant to United Nations General Assembly resolution 57 (1) of 11 December 1946;³

(m) "UNHCR" means the United Nations High Commissioner for Refugees established pursuant to United Nations General Assembly resolutions 319 (IV) of 3 December 1949⁴ and 428 (V) of 14 December 1950;⁵

(n) "UNEP" means the United Nations Environment Programme established pursuant to United Nations General Assembly resolution 2997 (XXVII) of 15 December 1972;⁶

(o) "UNFPA" means the United Nations Population Fund established pursuant to⁷ United Nations General Assembly resolutions 2211 (XXI) of 17 December 1966,⁸ 2815 (XXVI) of 14 December 1971, 3019 (XXVII) of 18 December 1972,⁹ and 34/104 of 14 December 1979,¹⁰ and ECOSOC Resolution 1763 (LIV) of 18 May 1973;¹¹

(p) "WFP" means the World Food Programme established pursuant to United Nations General Assembly resolution 1714 (XVI) of 19 December 1961¹² and FAO Conference resolution 1/61 of 24 November 1961;¹³

(q) "UNDCP" means the United Nations Drug Control Programme established pursuant to United Nations General Assembly resolution 45/179 of 21 December 1990;¹⁴

¹ United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 20.

² *Ibid.*, *Twenty-fifth Session, Supplement No. 28 (A/8028)*, p. 58.

³ *Ibid.*, *First Session, Second Part (A/64/Add.1)*, p. 90.

⁴ *Ibid.*, *Fourth Session (A/1251)*, p. 36.

⁵ *Ibid.*, *Fifth Session, Supplement No. 20 (A/1775)*, p. 46.

⁶ *Ibid.*, *Twenty-seventh Session, Supplement No. 30 (A/8730)*, p. 43.

⁷ *Ibid.*, *Twenty-first Session, Supplement No. 16 (A/6316)*, p. 41.

⁸ *Ibid.*, *Twenty-sixth Session, Supplement No. 29 (A/8429)*, p. 61.

⁹ *Ibid.*, *Twenty-seventh Session, Supplement No. 30 (A/8730)*, p. 51.

¹⁰ *Ibid.*, *Thirty-fourth Session, Supplement No. 46 (A/34/46)*, p. 99.

¹¹ United Nations, *Official Records of the Economic and Social Council, Fifty-fourth Session, Supplement No. 1*, p. 16, 8-10 January and 17 April-18 May 1973, E/5367.

¹² United Nations, *Official Records of the General Assembly, Sixteenth Session, Supplement No. 17 (A/5100)*, p. 20.

¹³ Food and Agriculture Organization of the United Nations, *Resolutions adopted by the FAO, 11th Session*, p. 1.

¹⁴ United Nations, *Official Records of the General Assembly, Forty-fifth Session, Supplement No. 49 (A/45/49)*, p. 292.

- (r) "Office premises" means all the premises occupied by the Office or field sub-offices, including installations and facilities made available to or occupied, maintained or used by the United Nations in Eritrea and notified as such to the Government;
- (s) "Organization" means the United Nations;
- (t) "country" means Eritrea.

Article II

Purpose and Scope of Activities

The Office shall:

- (a) Co-operate with the Government in programmes of assistance aimed at promoting economic development and social progress, and providing humanitarian assistance, through inter alia carrying out economic and social studies and research, technical co-operation, the training of personnel and dissemination of information;
- (b) Co-ordinate the work in the country of the United Nations and the United Nations Agencies, Programmes and Funds, in accordance with the relevant resolutions, decisions, regulations, rules, mandates and policies of the United Nations including its Agencies, Programmes and Funds;
- (c) Carry out such other activities as may be entrusted to the Office by the Secretary-General of the United Nations.

Article III

Juridical Personality and Legal Capacity

The United Nations, and its Agencies, Programmes and Funds shall have the capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property;
- (c) to institute legal proceedings.

Article IV **Application of the Convention**

The Convention shall be applicable to the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, their property, funds and assets, and to officials of the United Nations and experts on mission in the country.

Article V **Status of the Office**

1. The United Nations shall establish and maintain an Office in Eritrea for the purpose of discharging its activities in accordance with the present Agreement, or any other supplemental agreements as may be concluded, pursuant to Article XVIII of the present Agreement, between the Government and the United Nations Agencies, Programmes and Funds under their mandates, for the formulation and execution of the United Nations operational activities for economic and social development, and humanitarian assistance in the country.
2. The United Nations, the Office, and the United Nations Agencies, Programmes and Funds, their property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the United Nations has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.
3. (a) The premises of the Office shall be inviolable. The property and assets of the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;

(b) The appropriate authorities shall not enter the Office premises to perform any official duties, except with the express consent of the Head of the Office and under conditions agreed to by him or her.
4. The appropriate authorities shall exercise due diligence to ensure the security and protection of the Office, and to ensure that the tranquillity of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

5. **The archives of the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, as well as in general all documents belonging to the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, wherever located and by whomsoever held, shall be inviolable.**

Article VI
Funds, Assets and other Property

1. Without being restricted by financial controls, regulations or moratoria of any kind, the United Nations, the Office, and the United Nations Agencies, Programmes and Funds:

(a) may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, into any other currency;

(b) shall be free to transfer their funds, gold or currency from one country to another or within the country, to other organizations or agencies of the United Nations system;

(c) shall be accorded the most favorable, legally available rate of exchange for their financial transactions.

2. **The United Nations, the Office, and the United Nations Agencies, Programmes and Funds, and their assets, income and other property shall:**

(a) **be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that the United Nations, the Office, and the United Nations Agencies, Programmes and Funds, will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under Government regulations, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;**

(b) **be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations, the Office, and the United Nations Agencies, Programmes and Funds for their official use. It is understood, however, that articles imported under such exemptions will**

not be sold in the country into which they were imported except under conditions agreed with the Government;

(c) be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of their publications.

Article VII Officials of the United Nations

1. Officials of the United Nations shall:

(a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) be exempt from taxation on the salaries and emoluments paid to them by the United Nations;

(c) be immune from national service obligations;

(d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions accredited to the Government;

(f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the country.

2. The Head of the Office and the Representatives of the United Nations Agencies, Programmes and Funds, and the other senior officials as may be agreed between the United Nations and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the names of the Head of the Office, the Representatives of the United Nations Agencies, Programmes and Funds and of the other senior officials may be incorporated in the diplomatic list.

3. Internationally-recruited officials of the United Nations shall also be entitled to the following facilities:

(a) to import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing Government regulations;

(b) to import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing Government regulations applicable to members of diplomatic missions of comparable ranks.

Article VIII Experts on Mission

1. Experts on mission shall be granted the privileges and immunities and facilities as specified in Article VI, Sections 22 and 23 and Article VII, Section 26, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

Article IX Persons Performing Services on behalf of the United Nations

1. Persons performing services on behalf of the United Nations shall:

(a) be immune from legal process in respect of words spoken or written and all acts performed by them in carrying out United Nations programmes and other related activities under the Agreement. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of the United Nations may be accorded such other privileges, immunities and facilities as specified in Articles VII and VIII above, as may be agreed upon between the Parties.

Article X
Locally-recruited Personnel Assigned to Hourly Rates

Locally-recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for the United Nations. The terms and conditions of employment for persons recruited locally 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.

Article XI
Waiver of Privileges and Immunities

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, 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 referred to in Articles VII, VIII and IX 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.

Article XII
Access Facilities

1. Officials of the United Nations, experts on mission and persons performing services on behalf of the United Nations shall be entitled to:

- (a) prompt clearance and issuance, free of charge, of visas, licenses or permits, where required;
- (b) unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

Article XIII
Government Contribution

1. The Government shall provide the United Nations, as mutually agreed upon and to the extent possible, appropriate office premises for the Office, alone or in conjunction

with the United Nations system organizations, and/or a plot of land for construction of United Nations common premises on the basis of a Land Agreement to be concluded between the Government and the United Nations.

2. The Government shall also assist the United Nations:

- (a) in the location and/or in the provision of suitable housing accommodation for internationally-recruited officials of the United Nations, experts on mission and persons performing services on behalf of the United Nations;
- (b) in the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for the Office premises.

Article XIV

Facilities in Respect of Communications

1. The United Nations, the Office, and the United Nations Agencies, Programmes and Funds shall enjoy, in respect of their official communications, treatment not less favorable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of the United Nations, the Office, and the United Nations Agencies, Programmes and Funds shall be subject to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. The United Nations, the Office, and the United Nations Agencies, Programmes and Funds 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. The United Nations, the Office, and the United Nations Agencies, Programmes and Funds shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between their offices, within and outside the country, and in particular with United Nations Headquarters in New York, Vienna and Geneva.

Article XV
United Nations Flag, Emblem and Markings

The United Nations may display its flag, and/or emblem on its Office premises, official vehicles and otherwise as agreed to between the Parties. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations emblem or markings, which shall be notified to the Government.

Article XVI
Notification

The Office shall notify the Government of the names and categories of its officials, experts on mission and persons performing services and locally-recruited personnel, and of any change in their status.

Article XVII
Identification

1. The Government shall, at the request of the Head of the Office, issue to each official of the United Nations, expert on mission, person performing services under this Agreement, as may be necessary, appropriate certificates for their identity.
2. Upon demand of an authorized official of the Government, persons referred to in paragraph 1 above, shall be required to present, but not to surrender, their certificates of identity.
3. The Office shall, upon termination of employment or reassignment of its personnel, ensure that all certificates of identity are returned promptly to the Government.

Article XVIII
Supplemental Agreements

1. UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP and other United Nations Agencies, Programmes and Funds may conclude with the Government supplemental Agreements, which shall constitute an integral part of this Agreement, concerning conditions under which they shall assist the Government in carrying out their tasks and projects within their respective mandates.

2. The United Nations and the Government may enter into any other supplemental Agreement as both Parties may deem appropriate.

Article XIX **Claims Against the United Nations**

1. The United Nations cooperation in programmes under the present Agreement, or any other supplemental Agreement, is provided for the benefit of the Government and people of the 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, or any other supplemental Agreement, that may be brought by third parties against the United Nations, its officials, experts on mission and persons performing services on behalf of the United Nations and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and the United Nations agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

Article XX **Settlement of Disputes**

Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement, or any other supplemental Agreement, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XXI
Entry into Force

This Agreement shall enter into force upon signature by the duly authorized representatives of the United Nations and the Government.

Article XXII
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. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of United Nations activities, and the resolution of any dispute between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized plenipotentiary of the Government and duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement, in the English language.

Done at New York, this 30th day of September, nineteen hundred ninety three.

For the Government
of Eritrea:
[Signed]
His Excellency,
Mr. ISAIAS ASWERKI
President

For the United Nations:

[Signed]
His Excellency,
Mr. BOUTROS BOUTROS-GHALI
Secretary-General

EXCHANGE OF LETTERS

I

THE STATE OF ERITREA
MINISTRY OF FOREIGN AFFAIRS

13 August, 1993

Ref. FA/A2/222/93

Sir,

I have the honour to refer to the Agreement on the Establishment in Eritrea of a United Nations Integrated Office to be signed between the United Nations and the Government of Eritrea. In view of the extremely difficult economic situation which Eritrea is facing at present, I would like to propose that the Government's obligation under Article XIII, sub-paragraph 1, of the Agreement be suspended until such time as the situation in Eritrea has sufficiently improved to permit implementation of the said obligation.

If this proposal is acceptable, I have the honour to suggest that this letter and your reply to that effect will be regarded as constituting an agreement on this matter.

Accept, Sir, the assurances of my highest consideration.

[Signed]

MAHMUD AHMED SHERIFO
Minister of Foreign Affairs

II

30 September 1993

Sir,

In reference to your letter dated 13 August 1993, concerning the Agreement on the Establishment in Eritrea of a United Nations Integrated Office, signed today between the United Nations and the Government of Eritrea, I have the honour to inform you that the United Nations accepts your proposal to suspend the Government's obligation under Article XIII, paragraph 1, of the Agreement until such time as the economic situation in Eritrea has sufficiently improved to permit implementation of the said obligation.

It is understood that your aforementioned letter and this reply will be regarded as constituting an agreement on this matter.

Accept, Sir, the assurances of my highest consideration.

[Signed]

BOUTROS BOUTROS-GHALI
Secretary-General

His Excellency
Mr. Isaias Aswerki
President of the State of Eritrea
