

No. 31002

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME
and
NEW ZEALAND**

**Agreement for the provision of personnel to support de-
mining programmes in Cambodia (with annexes).
Signed at New York on 22 December 1993**

Authentic text: English.

Registered ex officio on 1 June 1994.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
NOUVELLE-ZÉLANDE**

**Accord relatif à la fourniture de personnel à l'appui de pro-
grammes visant à l'enlèvement de mines au Cambodge
(avec annexes). Signé à New York le 22 décembre 1993**

Texte authentique : anglais.

Enregistré d'office le 1^{er} juin 1994.

AGREEMENT¹ FOR THE PROVISION OF PERSONNEL TO SUPPORT DE-MINING PROGRAMMES IN CAMBODIA BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE GOVERNMENT OF NEW ZEALAND

WHEREAS, following the termination of the mandate of the United Nations Transitional Authority in Cambodia (UNTAC) on 24 September 1993, and in accordance with Security Council resolution 860 of 27 August 1993,² the Secretary-General of the United Nations informed the Security Council in his report S/26360 of 26 August 1993, that the United Nations assistance to de-mining activities in Cambodia should be continued;

WHEREAS, in his letter S/26675 of 28 October 1993 the Secretary-General of the United Nations informed the Security Council of his request extended to the United Nations Development Programme (hereinafter referred to as the "UNDP") to enter into consultations with the new Government of Cambodia with a view to provide technical support and capacity building for continuing de-mining activities in Cambodia;

WHEREAS, the Security Council, in resolution 880 of 4 November 1993,³ took note of the need for the continuity of the vital mine clearance activities of the Cambodia Mine Action Center (CMAC), and expressed the hope that arrangements can be made as soon as possible so that relevant trust fund monies can be disbursed to CMAC, and so that technical experts can be provided to CMAC through the UNDP;

WHEREAS, the Administrator of the UNDP established on 13 November 1993, the UNDP Trust Fund for Capacity Building in De-mining Operations for Cambodia (hereinafter referred to as the "UNDP Trust Fund") to receive voluntary contributions, in cash or in-kind, from Member States of the United Nations, for the de-mining operations in Cambodia in accordance with the Terms of Reference of the UNDP Trust Fund;

WHEREAS, Member States of the United Nations have expressed their interest to provide cash contributions for the de-mining operations in Cambodia;

WHEREAS, the Government of New Zealand (hereinafter referred to as the "Donor") has expressed its interest to make available to the UNDP the services of technical advisors and related assistance, to support the de-mining activities in Cambodia identified in pursuance of the Terms of Reference of the UNDP Trust Fund;

¹ Came into force by signature, with effect from 28 December 1993, in accordance with article I.

² United Nations, *Official Records of the Security Council, Forty-eighth Year, Resolutions and Decisions of the Security Council (S/INF/49)*, p. 96.

³ *Ibid.*, p. 98.

NOW THEREFORE, the UNDP and the Donor (hereinafter referred to as the "Parties") have agreed as follows:

Article I:
Duration of the Agreement

The Agreement shall commence on 28 December 1993 and shall expire on 28 December 1994. The Agreement may be renewed with the consent of both Parties, on the same conditions, for a further period of 12 months.

Article II:
Obligations of the Donor

1. The Donor shall make available for the duration and purpose of this Agreement two or more technical advisers (hereinafter referred to as the "Team"). The names of the initial members of the team are listed in Annex 1 hereto. The names of the subsequent Team members will be advised to the UNDP prior their departure for Cambodia.
2. The Donor shall designate a member of the Team as Team Leader and will inform UNDP accordingly.
3. The Donor shall be responsible for the payment of the salaries to which the members of the Team are entitled.
4. The Donor shall ensure that, during the entire period of service under this Agreement, the members of the Team are participants in a national healthcare scheme, or have adequate medical cover, and are covered by appropriate arrangements assuring compensation in the case of illness, disability or death. The Donor shall be responsible for any costs related to the provision of insurance under this section.
5. The Donor shall not be responsible for any other costs associated with the services to be provided under this Agreement.

Article III:
Obligations of the Team

The Donor agrees to the terms and obligations specified below, and shall accordingly ensure that the Team members performing services under this Agreement are instructed to comply with these obligations:

- (a) The members of the Team shall function under the direct supervision of the Team Leader;
- (b) The Team Leader shall function under the general supervision of the Resident Representative of the UNDP in Cambodia;

- (c) The Team shall provide technical and management advisory services and shall conduct training activities for capacity building that will enable the Cambodian Government, through CMAC, to carry out the de-mining programmes in pursuance of the Terms of Reference of the UNDP Trust Fund (attached hereto in Annex 2);
- (d) The Team will not engage directly in any mine clearance activity;
- (e) The members of the Team shall neither seek nor accept instructions regarding the services to be provided under this Agreement from any authority external to the UNDP;
- (f) The members of the Team shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of the UNDP;
- (g) The members of the Team shall exercise their utmost discretion in all matters relating to their functions, and shall not communicate, at any time, without the authorization of the Resident Representative of the UNDP in Cambodia, to the media or to any institution, person, Government or other authority external to the UNDP, any information that has not been made public, and which has become known to them by reason of their functions under this Agreement. They shall not use any such information without the authorization of the Resident Representative of the UNDP in Cambodia, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement;
- (h) The Team Leader will submit regular progress reports to the Resident Representative of the UNDP in Cambodia on the activities performed by the Team;
- (i) The Team Leader will submit at the end of the assignment to the Resident Representative of the UNDP in Cambodia, a final report on the activities performed by the Team during the entire duration of the assignment;
- (j) The members of the Team shall sign an undertaking in accordance with Annex 3 attached to this Agreement.

Article IV :

Legal Status of Members of the Team

1. The members of the Team shall not be considered in any respect as being officials or staff members of the United Nations or the UNDP. They shall have the legal status of Experts on Mission in accordance with sections 22 and 23 of Article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (hereinafter referred to as "the General Convention") attached hereto as Annex 4.

2. The members of the Team shall be issued a certificate in accordance with Section 26 of Article VII of the General Convention.

Article V:
Obligations of the UNDP

1. The UNDP will pay the in-country costs and the costs of transporting the Team to and from Cambodia, including the costs for medical and/or security evacuation, on the understanding that the Donor will contribute sufficient funds to the UNDP Trust Fund to cover these costs.

2. The UNDP will use its best efforts, within the resources available in the UNDP Trust Fund, to provide the Team with local transportation for the performance of its functions during the duration of the assignment.

3. The UNDP will further use its best efforts, within the resources available in the UNDP Trust Fund, to make available to the Team specialized or support equipment required by the Team for the performance of its functions.

4. The UNDP shall maintain such insurance as is necessary to cover the risks of liability arising from, or in connection with, activities under this Agreement, in particular liability arising from the authorized use of vehicles or equipment provided by the UNDP. Payment for such insurance premium shall be charged against the resources of the UNDP Trust Fund.

Article VI:
Consultation

The UNDP and the Donor shall consult with each other in respect of any matter(s) that may from time to time arise in connection with this Agreement.

Article VII:
Settlement of Disputes

Any dispute, controversy or claim arising out of, or relating to, this Agreement which is not settled by negotiation or other mutually 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 days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen 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 of 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.