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**United Nations (United Nations Children's Fund)
and
Myanmar**

**Basic Cooperation Agreement between the United Nations Children's Fund and the
Government of the Republic of the Union of Myanmar. Nay Pyi Taw, 7 November 2012**

Entry into force: *7 November 2012 by signature, in accordance with article XXIII*

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**Organisation des Nations Unies (Fonds des Nations Unies pour
l'enfance)
et
Myanmar**

**Accord de base relatif à la coopération entre le Fonds des Nations Unies pour l'enfance et le
Gouvernement de la République de l'Union du Myanmar. Naypyidaw, 7 novembre 2012**

Entrée en vigueur : *7 novembre 2012 par signature, conformément à l'article XXIII*

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[ENGLISH TEXT – TEXTE ANGLAIS]

BASIC COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

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 as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, 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, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and

WHEREAS UNICEF and the Government of the Republic of the Union of Myanmar wish to establish the terms and conditions under which UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperate in programmes in Myanmar,

WHEREAS the Government and UNICEF have agreed on a programme of aid for the benefit of children and adolescents and expectant and nursing mothers, subject to a plan of operations to be later drawn up and mutually agreed upon, with respect to the proper utilization and distribution of supplies or other assistance which UNICEF may provide.

NOW, THEREFORE, the Government and UNICEF have agreed as follows.

ARTICLE I

Definitions

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

- (a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;
- (b) "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;
- (c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;
- (d) "Government" means the Government of the Republic of the Union of Myanmar;
- (e) "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;
- (f) "Head of the office" means the official in charge of the UNICEF office;
- (g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;
- (h) "Parties" means UNICEF and the Government;
- (i) "Persons performing services for UNICEF" means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

- (j) "Programmes of cooperation" means the programmes of the country in which UNICEF cooperates, as provided in article III below;
- (k) "UNICEF" means the United Nations Children's Fund;
- (l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;
- (m) "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) of 7 December 1946.

ARTICLE II

Scope of the Agreement

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.
2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

ARTICLE III

Programmes of cooperation and country programme action plan

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a country programme action plan to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.
2. The country programme action plan shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.
3. The Government shall permit UNICEF officials, experts on mission and persons performing services for UNICEF entire freedom to observe and monitor all phases and aspects of the programmes of cooperation.
4. The Government shall keep such statistical records concerning the execution of the country programme action plan as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.
5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

ARTICLE IV
UNICEF office

1. UNICEF may establish and maintain a UNICEF office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.
2. UNICEF may, with the agreement of the Government, 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, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

ARTICLE V
Assignment to UNICEF office

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programmes of cooperation in connection with:
 - (a) The preparation, review, monitoring, observation and evaluation of the programmes of cooperation;
 - (b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;
 - (c) Advising the Government regarding the progress of the programmes of cooperation;
 - (d) Any other matters relating to the application of the present Agreement.
2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.

ARTICLE VI
Government contribution

1. The Government shall provide to UNICEF as mutually agreed upon and to the extent possible:
 - (a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;
 - (b) Costs of postage and telecommunications for official purposes;
 - (c) Costs of local services such as equipment, fixtures and maintenance of office premises;
 - (d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.

2. The Government shall also assist UNICEF:
 - (a) In the location and/or in the provision of suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;
 - (b) In the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for UNICEF office premises.
3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes 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 cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

ARTICLE VII

UNICEF supplies, equipment and other assistance

1. UNICEF's contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the country programme action plan.
2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.
3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.
4. While paying due respect to the principles of international competitive bidding, UNICEF will, to the extent possible, attach high priority to the local procurement of supplies, equipment and other materials which meet UNICEF requirements in quality, price and delivery terms.
5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the country programme action plan 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 country programme action plan.
6. No direct taxes, value-added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the country programme action plan. In respect of supplies and equipment purchased locally for programmes of cooperation, the Government shall, in accordance with section 8 of the Convention, make