

**Agreement  
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, 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, 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;

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.

Article VIII:  
Amendment

This Agreement may be amended by written agreement of both Parties. Each party shall give full consideration to any proposal for an amendment made by the other Party.

IN WITNESS WHEREOF, the respective representatives of the Government of New Zealand and of the United Nations Development Programme have signed this Agreement.

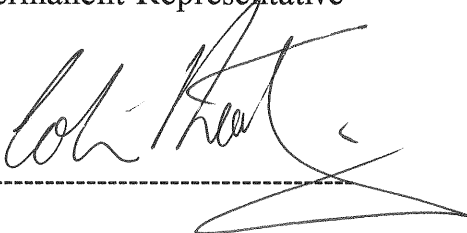
DONE in New York, on 22 December 1993, in two originals in the English language.

For the Government of New Zealand

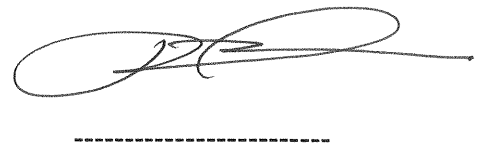
For the UNDP

Colin R. KEATING  
Permanent Representative

Toshiyuki NIWA  
Officer-in-Charge



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- Annex 1: List of Team members
- Annex 2: UNDP Trust Fund Document
- Annex 3: Undertaking
- Annex 4: General Convention

**List of Team Members**

Team Leader: Major H.A.R. ELGAR  
Team Member: Major D.J. PIRIE

**UNITED NATIONS DEVELOPMENT PROGRAMME TRUST FUND  
FOR  
CAPACITY BUILDING IN DE-MINING OPERATIONS FOR CAMBODIA**

**TERMS OF REFERENCE**

WHEREAS, by Article 3 of the Agreement on a Comprehensive Political Settlement of the Cambodia Conflict, the Supreme National Council (hereinafter referred to as the "SNC") was recognized as the unique legitimate body and source of authority in which, throughout the transitional period, the sovereignty, independence and unity of Cambodia is enshrined, and by Article 6 of the Paris Agreement the SNC delegated to the United Nations all powers necessary to ensure the implementation of the Paris Agreement;

WHEREAS, by its resolution 745 (1992) of 28 February 1992, the United Nations Security Council established UNTAC in accordance with Article 2 of the Paris Agreement with the authority, *inter alia*, to assist Cambodia with the clearing of mines and undertaking training programmes in mine clearance and a mine-awareness programme among the Cambodian people;

WHEREAS, pursuant to its mandate, UNTAC proposed to the SNC the establishment of the Cambodian Mine Action Centre (hereinafter referred to as "CMAC") to carry out programmes of mine awareness, mine marking, mine clearing and training in mine clearing (hereinafter referred to as "CMAC Programmes") and on 10 June 1992, the SNC established CMAC and adopted its Statute;

WHEREAS, the Secretary-General of the United Nations established the United Nations Trust Fund for De-mining Programmes in Cambodia for the receipt, administration, and disbursement of voluntary contributions, through UNTAC, to support the CMAC Programmes in Cambodia;

WHEREAS, upon expiration on 24 September 1993 of the mandate of UNTAC in Cambodia, the Secretary-General of the United Nations extended a request to the United Nations Development Programme (hereinafter referred to as the "UNDP") to enter into consultations with the new Cambodian Government with a view to providing technical support and capacity building for continuing de-mining activities in Cambodia;

**WHEREAS, upon the establishment of the new Government of Cambodia, H.R.H. King Norodom Sihanouk signed the Royal Decree of 1 November 1993 to extend the existing Statute of CMAC until a new Statute is adopted;**

**CONSIDERING THAT, Member States have expressed their willingness to make financial contributions to assist and support de-mining operations for Cambodia;**

**WHEREAS, UNDP is prepared, through a Trust Fund for Capacity Building in De-mining for Cambodia (hereinafter referred to as the "Fund") established by its Administrator under UNDP's financial regulations and rules, to receive and administer contributions for capacity building in de-mining operations for Cambodia;**

**NOW THEREFORE, the UNDP establishes the Fund with the following guidelines:**

**I. Contributions to the Fund**

1. The Fund will enable Donors to make contributions for the de-mining operations in Cambodia in accordance with the present Terms of Reference. Contributions to the Fund, in cash or in kind, may be accepted by UNDP from Governments of Member States of the United Nations or from intergovernmental or non-governmental organizations, or from private sources.
2. Contributions in cash to the Fund may be accepted by the Administrator in fully convertible currency or in any other currency which the Administrator determines can be readily utilized. Such contributions shall be deposited into bank accounts designated by the UNDP.
3. The value of a contribution-payment, if made in other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the contribution-payment, the value of the balance of the funds still held at that time will be adjusted accordingly. If, in such a case, a loss of the value of the balance of funds is recorded, the UNDP shall inform the Donor with a view to determine whether any further financing could be provided by the Donor. Should



such further financing not be available, the assistance to be provided pursuant to these Terms of Reference may be reduced, suspended or terminated by the UNDP.

4. All financial accounts and statements shall be expressed in United States dollars.

## **II. Utilization of the Fund**

1. UNDP shall utilize the Fund for the purpose of providing assistance for implementation of the de-mining programme of the Government of Cambodia (hereinafter The "De-mining Programme") including the provision of the required technical assistance for capacity building that will enable CMAC to carry out the De-mining Programme, as agreed to by UNDP under these Terms of Reference. Details of such support and technical assistance for capacity building, including respective budgets and work-plans, shall be as set out in relevant project documents to be signed by the Government of Cambodia, UNDP and the designated implementing agency.

2. The Fund shall be charged, in accordance with decisions and directives of the UNDP Governing Council, for reimbursement of support services provided by the implementing agency and 3% to the UNDP Field Office for support services provided for the administration of the Fund.

3. Any interest income derived from contributions to the Fund shall be credited to the Fund in accordance with the applicable UNDP regulations, rules and directives.

## **III. Administration of the Fund**

1. The Fund shall be administered by the UNDP in accordance with the applicable UNDP regulations and rules.

2. Project management and expenditures shall be governed by the regulations, rules and directives of the UNDP and, where applicable, the regulations, rules and directives of the implementing agency.

## **IV. Implementation and Budgeting of Funds**

1. The aggregate of the amounts budgeted for the De-mining Programme together with any estimated payments in respect of support services shall not exceed the total resources available to the Fund.

2. If unforeseen increases in commitments or expenditures are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies) the assistance to be provided under the Fund may be reduced, suspended or terminated by UNDP.

#### V. Ownership of Equipment, Supplies and Other Property

Ownership of equipment, supplies and other property financed from the Fund shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with applicable policies and procedures of UNDP.

#### VI. Audit

The Fund shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP.

#### VII. Reporting

1. The Administrator shall report periodically to the Secretary-General of the United Nations on the financial status of the Fund.

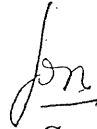
2. The Administrator shall report to the UNDP Governing Council on the activities of the Fund.

3. The Administrator shall also provide to the UNDP Governing Council an annual report prepared in accordance with UNDP accounting and reporting procedures, which report shall provide information on income and expenditure incurred during the previous year.

#### VIII. Other matters

1. Notwithstanding the completion of the De-mining Programme financed from the Fund, any unutilized balances shall continue to be held in the Fund account until all commitments and liabilities incurred in implementation of the De-mining Programme have been satisfied and programme activities have been brought to an orderly conclusion.

2. Upon completion of all activities identified pursuant to these Terms of Reference and after satisfaction of all commitments and liabilities arising therefrom, the Fund shall be liquidated and any balance then remaining shall be dealt with, consistently with the purposes of this Fund, in consultation with the Government of Cambodia and the United Nations.

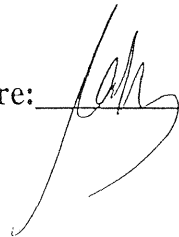


James Gustave Speth  
Administrator

United Nations Development Programme

Date: 13 Nov. 1993

Signature: \_\_\_\_\_



## **UNDERTAKING**

1. I, the undersigned, hereby undertake to function as a member of the team of technical advisors (the "Team"), provided by the Government of ... pursuant to the Agreement for the Provision of Personnel to Support De-mining Programmes between the United Nations Development Programme (the "UNDP") and the Government of ... dated ....

2. I understand that, as a member of the Team, I shall not be considered in any respect as being an official or staff member of the United Nations or the UNDP. I further understand that for the duration of my functions in Cambodia, I will be accorded the legal status of Expert on Mission in accordance with section 22 and 23 of Article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

3. I undertake to avoid any action which may adversely reflect on my status as an Expert on Mission, or on the integrity, independence and impartiality which are required by that status.

4. I further undertake as follows:

- (a) I shall perform my functions in full compliance with the instructions issued by the UNDP.
- (b) I shall not seek nor accept instructions regarding my functions as a member of the Team from any Government or from any authority external to the UNDP.
- (c) I shall refrain from any conduct which would adversely reflect on the United Nations or the UNDP and shall not engage in any activity that is incompatible with the aims and the objectives of the United Nations or the exercise of my functions.
- (d) I shall exercise the utmost discretion in all matters relating to the activities of the Team and shall not communicate, at any time, without the authorization of the UNDP, to the media or to any institution, person, Government, or any other authority external to the UNDP, any information that has not been made public, and which has become known to me by reasons of my functions. I shall not use any such information without the authorization of the UNDP and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment.

(e) I shall follow specific regulations issued by the UNDP and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

5. During the entire time of my assignment, I shall comply with all rules, regulations, instructions, procedures, orders and directives given by the UNDP.

6. I understand that non-compliance on my part with any of the above obligations during the performance of my functions may result in my immediate repatriation.

Name printed in block letters:

Signature:

Place and Date:

**CONVENTION ON THE PRIVILEGES AND IMMUNITIES  
OF THE UNITED NATIONS**

*Adopted by the General Assembly of the United Nations  
on 13 February 1946*

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**CONVENTION SUR LES PRIVILÈGES ET IMMUNITÉS  
DES NATIONS UNIES**

*Approuvée par l'Assemblée générale des Nations Unies  
le 13 février 1946*

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**联合国特权和豁免公约**

联合国大会于一九四六年二月十三日通过

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**КОНВЕНЦИЯ  
О ПРИВИЛЕГИЯХ И ИММУНИТЕТАХ  
ОБЪЕДИНЕННЫХ НАЦИЙ**

*Принята Генеральной Ассамблеей Организации Объединенных Наций  
13 февраля 1946 года*

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**CONVENCIÓN SOBRE LOS PRIVILEGIOS E INMUNIDADES  
DE LAS NACIONES UNIDAS**

*Aprobada por la Asamblea General de las Naciones Unidas  
el 13 de febrero de 1946*



UNITED NATIONS  
New York, 1974

## CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS

*Adopted by the General Assembly of the United Nations on 13 February 1946*

Whereas Article 104 of the Charter of the United Nations provides that the Organization shall enjoy in the territory of each of its Members such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes and

Whereas Article 105 of the Charter of the United Nations provides that the Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes and that representatives of the Members of the United Nations and officials of the Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization;

Consequently the General Assembly by a Resolution adopted on the 13 February 1946, approved the following Convention and proposed it for accession by each Member of the United Nations.

### *Article I*

#### JURIDICAL PERSONALITY

*Section 1.* The United Nations shall possess juridical personality. It shall have the capacity:

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

### *Article II*

#### PROPERTY, FUNDS AND ASSETS

*Section 2.* The United Nations, its property and assets wherever located and by whomso-

ever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

*Section 3.* The premises of the United Nations shall be inviolable. The property and assets of the United Nations, 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.

*Section 4.* The archives of the United Nations, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

*Section 5.* Without being restricted by financial controls, regulations or moratoria of any kind,

(a) the United Nations may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) the United Nations shall be free to transfer its funds, gold or currency from one country to another or within any country and to convert any currency held by it into any other currency.

*Section 6.* In exercising its rights under section 5 above, the United Nations shall pay due regard to any representations made by the Government of any Member insofar as it is considered that effect can be given to such representations without detriment to the interests of the United Nations.

*Section 7.* The United Nations, its assets, income and other property shall be:

(a) exempt from all direct taxes; it is understood, however, that the United Nations will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use. It is understood, however, that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the Government of that country;

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

*Section 8.* While the United Nations will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the United Nations is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

### Article III

#### FACILITIES IN RESPECT OF COMMUNICATIONS

*Section 9.* The United Nations shall enjoy in the territory of each Member for its official communications treatment not less favourable than that accorded by the Government of that Member to any other Government including its diplomatic mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press and radio. No censorship shall be applied to the official correspondence and other official communications of the United Nations.

*Section 10.* The United Nations shall have the right to use codes and to despatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

### Article IV

#### THE REPRESENTATIVES OF MEMBERS

*Section 11.* Representatives of Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations, shall, while exercising their functions and during their journey to and from the place of meeting, enjoy the following privileges and immunities:

(a) immunity from personal arrest or detention and from seizure of their personal baggage, and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind;

(b) inviolability for all papers and documents;

(c) the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(d) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations in the state they are visiting or through which they are passing in the exercise of their functions;

(e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys, and also

(g) such other privileges, immunities and facilities not inconsistent with the foregoing as diplomatic envoys enjoy, except that they shall have no right to claim exemption from customs duties on goods imported (otherwise than as part of their personal baggage) or from excise duties or sales taxes.

*Section 12.* In order to secure, for the representatives of Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations, complete freedom of speech and independence in the discharge of their duties, the immunity from legal process in respect of words spoken or written and all acts done by them in discharging their duties shall continue to be accorded, notwithstanding that the persons concerned are no longer the representatives of Members.



*Section 13.* Where the incidence of any form of taxation depends upon residence, periods during which the representatives of Members to the principal and subsidiary organs of the United Nations and to conferences convened by the United Nations are present in a state for the discharge of their duties shall not be considered as periods of residence.

*Section 14.* Privileges and immunities are accorded to the representatives of Members not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the United Nations. Consequently a Member not only has the right but is under a duty to waive the immunity of its representative in any case where in the opinion of the Member the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded.

*Section 15.* The provisions of sections 11, 12 and 13 are not applicable as between a representative and the authorities of the State of which he is a national or of which he is or has been the representative.

*Section 16.* In this article the expression "representatives" shall be deemed to include all delegates, deputy delegates, advisers, technical experts and secretaries of delegations.

#### *Article V* OFFICIALS

*Section 17.* The Secretary-General will specify the categories of officials to which the provisions of this article and article VII shall apply. He shall submit these categories to the General Assembly. Thereafter these categories shall be communicated to the Governments of all Members. The names of the officials included in these categories shall from time to time be made known to the Governments of Members.

*Section 18.* 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;

(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 the officials of comparable ranks forming part of diplomatic missions to the Government concerned;

(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 and effects at the time of first taking up their post in the country in question.

*Section 19.* In addition to the immunities and privileges specified in section 18, the Secretary-General and all Assistant Secretaries-General shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

*Section 20.* Privileges and immunities are granted to officials in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations. In the case of the Secretary-General, the Security Council shall have the right to waive immunity.

*Section 21.* The United Nations shall cooperate at all times with the appropriate authorities of Members to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this article.

#### *Article VI*

##### EXPERTS ON MISSIONS FOR THE UNITED NATIONS

*Section 22.* Experts other than officials coming within the scope of article VI performing missions for the United Nations shall

be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded:

(a) immunity from personal arrest or detention and from seizure of their personal baggage;

(b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the United Nations;

(c) inviolability for all papers and documents;

(d) for the purpose of their communications with the United Nations, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

*Section 23.* Privileges and immunities are granted to experts in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations.

#### *Article VII*

##### UNITED NATIONS LAISSEZ-PASSER

*Section 24.* The United Nations may issue United Nations laissez-passers to its officials. These laissez-passers shall be recognized and accepted as valid travel documents by the authorities of Members, taking into account the provisions of section 25.

*Section 25.* Applications for visas (where required) from the holders of United Nations

laissez-passers, when accompanied by a certificate that they are travelling on the business of the United Nations, shall be dealt with as speedily as possible. In addition, such persons shall be granted facilities for speedy travel.

*Section 26.* Similar facilities to those specified in section 25 shall be accorded to experts and other persons who, though not the holders of United Nations laissez-passers, have a certificate that they are travelling on the business of the United Nations.

*Section 27.* The Secretary-General, Assistant Secretaries-General and Directors travelling on United Nations laissez-passers on the business of the United Nations shall be granted the same facilities as are accorded to diplomatic envoys.

*Section 28.* The provisions of this article may be applied to the comparable officials of specialized agencies if the agreements for relationship made under Article 63 of the Charter so provide.

#### *Article VIII*

##### SETTLEMENT OF DISPUTES

*Section 29.* The United Nations shall make provisions for appropriate modes of settlement of:

(a) disputes arising out of contracts or other disputes of a private law character to which the United Nations is a party;

(b) disputes involving any official of the United Nations who by reason of his official position enjoys immunity, if immunity has not been waived by the Secretary-General.

*Section 30.* All differences arising out of the interpretation or application of the present convention shall be referred to the International Court of Justice, unless in any case it is agreed by the parties to have recourse to another mode of settlement. If a difference arises between the United Nations on the one hand and a Member on the other hand, a request shall be made for an advisory opinion on any legal question involved in accordance with Article 96 of the Charter and Article 65 of the Statute of the Court. The opinion given by the Court shall be accepted as decisive by the parties.

*Final article*

*Section 31.* This convention is submitted to every Member of the United Nations for accession.

*Section 32.* Accession shall be effected by deposit of an instrument with the Secretary-General of the United Nations and the Convention shall come into force as regards each Member on the date of deposit of each instrument of accession.

*Section 33.* The Secretary-General shall inform all Members of the United Nations of the deposit of each accession.

*Section 34.* It is understood that, when an instrument of accession is deposited on behalf of any Member, the Member will be in a posi-

tion under its own law to give effect to the terms of this Convention.

*Section 35.* This Convention shall continue in force as between the United Nations and every Member which has deposited an instrument of accession for so long as that Member remains a Member of the United Nations, or until a revised general convention has been approved by the General Assembly and that Member has become a party to this revised convention.

*Section 36.* The Secretary-General may conclude with any Member or Members supplementary agreements adjusting the provisions of this Convention so far as that Member or those Members are concerned. These supplementary agreements shall in each case be subject to the approval of the General Assembly.