



5/169/13

1 Sept. 1997

Memorandum of Agreement
between the United Nations Office for Project Services
and the Government of New Zealand

Preamble

WHEREAS, the United Nations' General Assembly, in its resolution 50/82 of 14 December 1995 on "assistance in mine clearance", expressed its appreciation to Member States for their financial contributions to the Voluntary Trust Fund for Assistance in Mine Clearance as well as for providing the necessary means to establish a demining standby capacity within the United Nations.

WHEREAS, the Government of the People's Republic of Angola and the United Nations Development Programme have executed an agreement on 18 February 1977, providing for, *inter alia*, the necessary privileges, immunities and facilities for execution of assistance programmes.

WHEREAS, in this connection, the Government of New Zealand (hereinafter referred to as the "Donor") agreed to make available to the United Nations the services of certain personnel for assignments of limited duration to assist in carrying out the objectives of the United Nations in emergency humanitarian coordination activities.

WHEREAS, with the withdrawal of UNAVEM III's support of mine clearance activities in Angola, a project has been established, "Support to the Development of a National Mine Clearance Capacity," (hereinafter referred to as the "Project") financed through a UNDP Trust Fund and executed by the United Nations Office for Project Services (hereinafter referred to as "UNOPS") to build the capacity of the National Institute for the Removal of Obstacles and Explosive Ordnance (hereinafter referred to as "INAROE").

WHEREAS, in support of this project, the Donor has expressed interest to make available to the Project the services of technical advisors to support the demining activities in Angola and to assist in carrying out the objectives of the Project;

WHEREAS, the Donor and UNOPS (hereinafter referred to as the "Parties") wish to ensure the terms and conditions under which the technical advisors shall be deployed;

The Parties agree as follows:

Article I
Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which technical advisors may be made available by the Donor to the Project to assist in the demining activities in Angola and to assist in carrying out the objectives of the Project. Unless specifically provided otherwise, the terms and conditions of the Agreement shall apply only in Angola.

Article II
Duration, Amendment and Termination

1. This Agreement shall enter into force on 1 September 1997 and shall remain in force until 1 February 1998.
2. No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.
3. This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the Donor shall be responsible for all costs associated with repatriating the technical advisors. Termination shall not take effect until the CMATS Instructors have been repatriated or otherwise left Angola.

Article III
Obligations of the Donor

1. The Donor agrees to provide personnel (hereinafter referred to as "CMATS Instructors") selected in consultation with UNOPS to perform the services listed below for humanitarian mine-clearance activities in Angola under the direction of the UNOPS Programme Manager, as described in the attached Terms of Reference (Annex A) which forms an integral part of this Agreement:
 - a) Senior Instructor
 - b) Logistics Officer
 - c) Transport NCO
2. The Donor shall designate a member of the contributed personnel as Team Leader and will inform UNOPS accordingly. The Team Leader will be responsible for all matters related to the contributed personnel set forth in Article I above and in Annex A.
3. ~~The Donor shall be responsible for all of the costs associated with providing the services of the CMATS Instructors, including but not limited to, all international travel, salary and national allowances, except for mission subsistence allowance as described in Article VI(8) below.~~
4. The Donor shall ensure that, during the entire period of service under this Agreement, the CMATS Instructors are participants in a national health-care scheme and/ or are covered by adequate medical and life insurance, and are covered by appropriate arrangements assuring compensation in the case of illness, disability or death. Notwithstanding, Article VI(6)&(7) below, the Donor shall ensure that the CMATS Instructors are covered by adequate medical and security evacuation insurance. The Donor shall be responsible for any costs related to the provision of the above requirements.

The Donor agrees that the CMATS Instructors shall remain for at least six months in country exclusive of any accumulated leave to perform the services set forth in Annex A. After such time, the Donor may substitute a CMATS Instructor(s) with someone of equivalent rank and experience. Any such substitution shall be made at the Donor's expense. Where necessary, the Donor, in consultation with UNOPS, may withdraw the CMATS Instructors for disciplinary, medical, compassionate, administrative or security reasons.

Article IV **Obligations of the CMATS Instructors**

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

- (a) During the period of their assignment to UNOPS, the CMATS Instructors will be subject to the managerial authority of UNOPS, vested in the Executive Director of UNOPS and responsible to UNOPS in the exercise of their functions. Accordingly, the Executive Director or his designated representative shall have managerial authority over the deployment, organization, conduct, and direction of the CMATS Instructors made available under this Memorandum. In the field, such authority shall be exercised on behalf of the Executive Director by the UNOPS Programme Manager. The UNOPS Programme Manager shall have general responsibility for coordination of all operational activities under the project.
- (b) The CMATS Instructors shall report according to the Report Structure established by the UNOPS Programme Manager.
- (c) During their assignment with UNOPS, the CMATS Instructors shall regulate their conduct with the interests of UNOPS only in view. The CMATS Instructors shall not seek or accept instructions in respect of the performance of their duties from any authority external to UNOPS, nor shall the Donor give such instructions to them, ~~except on matters pertaining to their personal status as CMATS Instructors.~~
- (d) During their assignment with UNOPS, the CMATS Instructors will not engage in any activity that is not compatible with the discharge of their duties with UNOPS. The CMATS Instructors will exercise the utmost discretion in all matters of official business for UNOPS, the CMATS Instructors will not communicate at any time to any other person, Government or authority external to UNOPS any information known to them by reason of their association with UNOPS which has not been made public, except in the course of their duties or by authorization of the UNOPS Executive Director or the UNOPS Programme Manager, nor shall they ever use such information for private gain. These obligations do not lapse upon cessation of service with UNOPS.

- (e) The Donor shall ensure that the CMATS Instructors meet the standards established by UNOPS for service with UNOPS as set forth in Annex A, and shall comply with policies and procedures laid down by UNOPS regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlement. The standards of conduct expected of international civil servants shall be applicable to the CMATS Instructors.
- (f) The CMATS Instructors shall be responsible to the UNOPS Programme Manager for the provision of technical advice to the Angolan CMATS staff and the execution of the training programme as authorized by the Commander CMATS.
- (g) The CMATS Instructors shall not engage in actual mine clearance activities, other than in a supervisory or emergency assistance capacity or as part of the training course. In addition, they are permitted to carry-out mine clearance activities to secure safe operation for themselves and/or CMATS. UNOPS or CMATS must authorize such activities in advance.
- (h) The Team Leader will submit at the end of the assignment to the UNOPS Programme Manager a final report on the activities performed by the CMATS Instructors during the entire duration of the assignment.

Article V
Status of the CMATS Instructors

1. The CMATS Instructors shall not be considered in any respect as being officials or staff members of UNOPS or the United Nations. They shall have the status of experts on mission in accordance with Article VI, Section 22 of the 1946 Convention on the Privileges and Immunities of the United Nations, to which the Government of Angola acceded on 9 August 1990. Please see attached Annex B.
2. UNOPS shall take necessary steps to ensure the Government of Angola is aware of and respects the status accorded CMATS Instructors under the Convention and shall issue the CMATS Instructors ~~identity certificates as provided for in Article VII, Section 26 thereof.~~
3. The CMATS Instructors shall benefit from all privileges and immunities of being an expert on mission for the United Nations, including immunity from personal arrest, subject to the right and duty of the United Nations Secretary-General to waive immunity where such immunity otherwise would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of the UNDP, UNOPS or the United Nations.

Article VI.
Obligations of UNOPS

1. UNOPS shall provide the CMATS Instructors sufficient office space, access to telephone and facsimile, radios to maintain contact with deployed personnel and sets of maps pertaining to areas of operations.
 2. UNOPS shall provide sufficient specialized or support equipment required by the CMATS Instructors for the performance of their functions.
 3. UNOPS shall provide the CMATS Instructors with transport within Angola reasonably necessary for the performance of their operational functions and shall be responsible for the maintenance of all project vehicles.
 4. CMATS Instructors shall be entitled to the same security while on official duty, including while traveling in the course of their duties, as other UN personnel. UNOPS shall advise the United Nations Resident Coordinator in Angola of the name of each CMATS Instructor that may be assigned pursuant to the Agreement for this purpose.
 5. UNOPS shall keep the Donor informed of the activities and proposed activities involving the CMATS Instructors and, in particular, of any circumstance which may lead to a requirement for medical or security evacuation of the CMATS Instructors.
 6. UNOPS shall be responsible for providing casualty evacuation in-country to the CMATS Instructors in case of injury during the course of performing their duties and medical evacuation to South Africa in case of injury or illness. Any medical evacuations from Angola or South Africa to a third country will be borne by the Donor.
 7. UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel performing services under this Agreement. Such responsibilities shall be borne by the Donor.
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8. UNOPS shall pay mission assistance allowance to the CMATS Instructors on a monthly basis. In the event that the Project provides accommodation to the CMATS Instructors, the mission assistance allowance shall be adjusted in accordance with UN rules and regulations.

Article VII.
Consultation

1. The United Nations 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 VIII.
Administrative Matters

1. Correspondence with the CMATS Instructors on all administrative arrangements connected with assignment and travel, both prior to departure for the mission area and after completion of assignment with UNOPS, will be conducted by UNOPS Headquarters in New York. During assignment in the mission area, the CMATS Instructors shall deal through the UNOPS Programme Manager on all administrative matters resulting from their assignment.

Article IX.
Duty Schedule and Leave

1. Hours of Duty

Hours of duty are determined by the tasks to be performed and the situation in the area. Working hours may be irregular and longer than standard under normal conditions, especially during the formative stages of the mission or during periods of peak activity.

2. Leave

Leave credits are accrued at the rate of 2 days per month of completed service. UNOPS is not responsible for other travel costs in association with leave. The following general conditions apply to the granting of leave:

- (a) Leave may not be taken before it is earned.
- (b) All arrangements for leave are subject to the exigencies of services, and must be approved in advance by UNOPS.
- (c) Unauthorized absence, except for reasons beyond the individual's control, will be charged to accrued leave.
- (d) During the final month of service, no more than 12 days of leave may be approved.

3. Sick leave

All absence from duty for medical reasons shall be immediately reported to the supervising UNOPS officer.

Article X.
Notification of Withdrawal

1. The Donor shall not withdraw its CMATS Instructors from UNOPS without giving reasonable prior notification to the UNOPS Executive Director.

2. Should the UNOPS Executive Director decide to reduce the numbers of personnel required for UNOPS field activities, he shall give reasonable prior written notification to the Donor.

3. Should the Donor or UNOPS wish to terminate the assignment of the CMATS Instructors during the course of the assignment, repatriation will be promptly effected and the costs borne by the Donor.

Article XI.
General Provisions

1. This Agreement and the Annexes attached hereto shall form the entire Agreement between the Donor and UNOPS.

2. The rights and obligations of the Donor and the CMATS Instructors are limited to the terms and conditions of this Agreement. Accordingly, the Donor and the CMATS Instructors performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

3. The Parties agree to waive any claims against each other as related to injury of personnel or damage to goods and equipment, unless such injury or damage is a result of gross negligence or wilful misconduct. UNOPS shall further hold harmless the Donor for any third party claims that may arise in the course of the performance of CMATS Instructors' official duties under this Agreement, ~~including words spoken or written and acts done by them, however, the Donor shall accept~~ responsibility for any third party claims arising from gross negligence or willful conduct of the CMATS Instructors outside their official duties.

Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5. Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the Parties.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNOPS and of the Donor, respectively, have on behalf of UNOPS and the donor signed the present Memorandum of Agreement on the dates indicated below their respective signatures.



On behalf of Government of New Zealand
His Excellency Mr. Michael John Powles
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of New Zealand
to the United Nations
New York



UNOPS, as represented by Reinhart Helmke,
Executive Director

Date: 2 September 1997

ANNEX A

Terms of Reference

JOB DESCRIPTION

Project: Support to the Development of a National Mine Clearance Capacity

Post: Logistics Officer

Duty Station: Angola (Central Mine Action Training School)

The Logistics Officer is responsible for training an Angolan counterpart in the logistic support of mine clearance operations in support of the Central Mine Action Training School. He will need to liaise closely with the TA to the Logistics Officer at the national HQ on logistics matters in the execution of his duties. The Logistics Officer will be responsible for the logistic support of training activities. Specifically he will be responsible for the repair of equipment and vehicles, resupply of food and water, local purchasing arrangements, refuelling arrangements and stock control mechanisms for equipment provided by the UN, donors and from national resources.

Qualifications

The Logistics Officer should have the rank of Captain and possess the following attributes:

- a. Experience in logistics management at a senior level. Preferably the Logistics Officer is experienced in logistics operations in a developing country where a limited infrastructure exists.
- b. The Logistics Officer must have strong management and interpersonal.
- c. Able to live in isolated locations.
- d. Fluent in English and a working knowledge of Portuguese, Spanish or French.
- d. Experience in managing mixed nationality teams.
- e. Sound written skills
- f. Ability to train of national staff.
- g. Computer literate.
- h. Physically fit

JOB DESCRIPTION

Project: Support to the Development of a National Mine Clearance Capacity

Post: Transport Non Commissioned Officer

Duty Station: Angola (Central Mine Action Training School)

1. The Transport Non Commissioned Officer is responsible for the management and maintenance of up to 20 vehicles allocated to CMATS. He should hold the minimum rank of Corporal. Specifically he will be responsible for:

- a. The development and management of transport systems;
- b. vehicle maintenance schedules; and,
- c. vehicle dispatch.

Qualifications

The Transport NCO must have the following attributes:

- a. Experience in transport operations;
 - b. The incumbent must have strong management and interpersonal skills;
 - c. Able to live in isolated locations;
 - d. Fluent in English and a working knowledge of Portuguese, Spanish or French;
 - d. Experience in managing mixed nationality teams;
 - e. Sound written skills;
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- f. Ability to train of national staff;
 - g. Computer literate; and,
 - h. Physically fit.

JOB DESCRIPTION

Project: Support to the Development of a National Mine Clearance Capacity

Post: Training Officer

Duty Station: Angola (Central Mine Action Training School)

1. The Training Officer is responsible for the coordination of the Central Mine Action Training School training programme and the maintenance of training standards. The Training Officer is to be technically qualified in mine clearance operations. The Training Officer is responsible to the Programme Manager for training an Angolan counterpart as Training Officer. Specifically he will be responsible for:

- a. Developing the training programme and course content under the direction of the Commander CMATS;
- b. The implementation of the training programme; and,
- c. The monitoring of training standards.

Qualifications

The Training Officer must have the following attributes:

- a. Experience in training management and development;
- b. The incumbent must have strong management and interpersonal skills;
- c. Able to live in isolated locations;
- d. Fluent in English and a working knowledge of Portuguese, Spanish or French;
- d. Experience in managing mixed nationality teams;
- e. Sound written skills;
- f. Ability to train of national staff;
- g. Computer literate; and,
- h. Physically fit.

Annex B

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

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

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

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

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

**КОНВЕНЦИЯ
О ПРИВИЛЕГИЯХ И ИММУНИТЕТАХ
ОБЪЕДИНЕННЫХ НАЦИЙ**

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

**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

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 V) 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.