

**AGREEMENT  
FOR THE PROVISION OF PERSONNEL  
TO SUPPORT UNEXPLODED ORDNANCE OPERATIONS IN THE  
LAO PEOPLE'S DEMOCRATIC REPUBLIC  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND THE GOVERNMENT OF NEW ZEALAND**

WHEREAS the United Nations Development Programme (hereinafter referred to as "the UNDP") and the Government of the Lao People's Democratic Republic ("Lao PDR") have entered into a Trust Fund Agreement for the clearance of unexploded ordnance ("UXO") signed on 18 July 1995 attached as Annex 1;

WHEREAS the Government of New Zealand (hereinafter referred to as "the Donor") has expressed its interest in making available to the UNDP the services of technical advisers and related assistance, to support the demining activities in Lao PDR, identified pursuant to the Terms of Reference of the UNDP Trust Fund;

WHEREAS the Government of Lao PDR has been duly informed of the contribution to be made by the Donor and has agreed to the provision of technical advisers to the Lao National UXO Programme (hereinafter referred to as "UXO Lao");

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

Article I

Duration of the Agreement

1. The Agreement shall enter into force on signature. Unless otherwise mutually determined by the Parties, the technical advisers shall be withdrawn from the project by 30 June 1999. The Agreement shall expire on the withdrawal of the technical advisers from UXO Lao.
2. Termination shall not take effect until the technical advisers have been repatriated or otherwise left the Lao PDR.

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 2 hereto. The names of any additional or subsequent members of the Team shall be provided to the UNDO and the Government of Lao PDR prior to their arrival in Lao PDR.

2. The Donor shall designate a member of the Team as Team Leader and shall inform UNDP and UXO Lao 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:

1. The members of the Team shall function under the direct supervision of the Team Leader;
2. The Team Leader shall function under the general supervision of the Resident Representative of the UNDP in Lao PDR;
3. The Team shall provide technical and management advisory services and shall conduct training activities for capacity building that will enable the Lao PDR Government through UXO, to carry out the de-mining programmes in accordance with the Terms of Reference of the UNDP Trust Fund;
4. The Team shall not engage directly in any mine clearance activity;
5. 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;
6. 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;
7. 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 Lao PDR, or 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 Lao PDR, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this agreement.

8. The Team Leader shall submit regular progress reports to the Resident Representative of the UNDP in Lao PDR on the activities performed by the Team;

9. The Team leader shall submit at the end of the assignment to the Resident Representative of the UNDP in Lao PDR, a final report on the activities performed by the Team during the entire duration of the assignment.

#### 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 3.

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

#### Article V

##### Obligations of the UNDP

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

2. The UNDP shall provide the Team with local transportation for the performance of its functions during the duration of the assignment.

3. The UNDP shall 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, together with UXO LAO, 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 UNCITRAL. 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 modified or amended on written consent of both Parties, in consultation with UXO LAO on behalf of the Government of Lao PDR. 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.

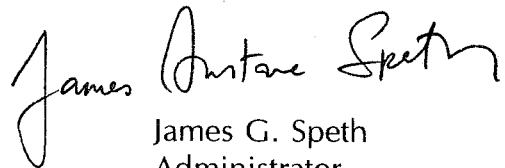
DONE in New York on 18 December 1998, in two originals in the English Language.

For the Government of New Zealand



Michael J. Powles  
Permanent Representative  
of New Zealand to the United Nations

For the UNDP



James G. Speth  
Administrator  
UNDP

DEC 18 1998

## Attachments

- Annex 1: Terms of Reference of Trust Fund
- Annex 2: List of Team Members
- Annex 3: Convention on the Privileges and Immunities of the United Nations

**Annex 2 to the Agreement**

**Team Number 1**

**To 31 May 1999**

**Team leader:**  
**Team Member:**

**Major Diroa Kaihau**  
**Major Nigel Orr**

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