



POSTAL ADDRESS -- ADRESSE POSTALE: UNITED NATIONS, NY. 10017
CABLE ADDRESS--ADRESSE TELEGRAPHIQUE: UNATIONS NEW YORK

Date: 6 June 2001

Dear Mr. Don MacKay,

Subject: Letter of Assist No. NEW ZEALAND/UNTAET Assist/2001-52 (UNO) for UNTAET

I have the honour to request the agreement by the Government of New Zealand to provide the professional services of civilian medical personnel to the Level II medical hospital in Suai to the United Nations Transitional Authority in East Timor, in accordance with the following terms and conditions of this letter and its attachments (hereinafter referred to as the "Letter of Assist" or "LOA").

Requirements

Your Government shall provide 1 surgeon, 1 anaesthetist, 1 anaesthetist technician, 1 general practitioner (GP), 1 medical scientist and 10 nurses to fill 15 medical positions with civilian personnel on a reimbursement basis for the Mission in UNTAET. This capability is to be provided for a duration of 3 months, from 01 June 2001 to 31 August 2001.

Reimbursement

The United Nations shall reimburse your Government up to US\$258,461 for the satisfactory performance and costs specified in Section 8 of the attached General Terms and Conditions under this LOA. Reimbursement by the United Nations shall be made in the currency of billing subject to the current Official United Nations Exchange Rate, unless your Government requires otherwise.

Payments will be made by the United Nations to the New Zealand Government under this Letter of Assist upon the United Nations' receipt of your Government's invoices and certification (signed by the authorized United Nations Official) that the services for the period of the invoice have been satisfactorily performed. Invoices should cite the LOA number and the name of the peacekeeping mission. Your Government's invoices should be sent to Mr. Hocine Medili - Director, Field Administration and Logistics Division, DPKO.

H.E. Mr. Don MacKay
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of New Zealand
to the United Nations
One United Nations Plaza, 25th Floor
New York, N.Y. 10017

Tax Exemption

Section 7 of the Convention on the Privileges and Immunities of the United Nations exempts the United Nations from payment of direct taxes and duties other than taxes and duties that are no more than charges for public utility services. Accordingly, the Government authorizes the United Nations to deduct from the Government's invoices any amount representing such taxes or duties charged by the Government to the United Nations. Payment of such corrected invoiced amount shall constitute full payment by the United Nations. In the event that any taxing authority refuses to recognize the United Nations' exemption from such taxes, the Government shall immediately consult with the United Nations to determine a mutually acceptable procedure.

Recovery

Your Government will reimburse the United Nations for loss of, or damage to, United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this LOA, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel provided by the Government.

Termination

(a) Either party may terminate the Letter of Assist for cause upon 7 days written notice to the other party. In the event of termination pursuant to this clause, no costs relating to termination shall be reimbursable by the terminating party to the other party.

(b) Either party may also terminate the Letter of Assist, in whole or in part, upon 30 days written notice to the other party. In the event of termination pursuant to this clause, the United Nations shall only be responsible for reimbursement to the Government for services satisfactorily performed in accordance with this Letter of Assist prior to the effective date of termination. In the event of termination by the Government, except due to an event of force majeure, the United Nations shall be entitled to reimbursement by the Government for all reasonable costs relating to such termination. In the event of partial termination, the price shall be proportionately reduced.

(c) The United Nations may also terminate this Letter of Assist at any time for convenience in the interest of the Organization should the mandate or the funding be curtailed or terminated, in which case the Government shall be entitled to reimbursement by the United Nations for all reasonable costs relating to such termination.

Forward commitments

The Government shall, upon receipt of notice of termination of the Letter of Assist as provided above, bring the services to a close in a prompt and orderly manner, reduce all expenses to a minimum and shall not undertake any forward or further commitments in connection with the Letter of Assist.

Modifications

No changes in, or modifications to, this Letter of Assist shall be made except by mutual agreement, in writing, between the United Nations and the Government.

Settlement of disputes

Disputes between the United Nations and the Government concerning the interpretation or application of this Letter of Assist which are not settled by negotiation or other 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.

Force majeure

(a) In the event of and as soon as possible after the occurrence of any event constituting force majeure, the Government shall immediately give notice and full particulars in writing to the United Nations of such event if the Government is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Letter of Assist.

(b) Upon receipt of such notice, the United Nations shall have the right to take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including suspension or termination of this Letter of Assist.

(c) Force majeure as used in this Letter of Assist means acts of God, war, insurrection or other acts of a similar nature or force.

(d) Notwithstanding anything to the contrary in this Letter of Assist, your Government recognizes that the services/supplies/equipment will be performed/delivered under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Letter of Assist.


If your Government agrees to this Letter of Assist, please countersign where indicated below and return a copy of the signed Letter of Assist to:

Mr Hocine Medili, Director
Field Administration and Logistics Division.

Assignment: The Government shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, or any of the Government's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

I take this opportunity to thank your Government for its continued support to the United Nations peacekeeping operations.

Please accept, Excellency, the assurances of my highest consideration.

Fr 
Hocine Medili, Director
Field Administration and Logistics Division
Department of Peacekeeping Operations

For FALD Administration Only

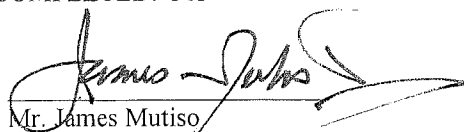
REQUISITION NO: MED/TAET/01- 01
LETTER OF ASSIST NO: NEW ZEALAND /UNTAET Assist/2001- 52 (UNO)
REQUISITION ATTACHED: Yes
TOTAL ESTIMATED COST: US\$258,461.00

SPECIAL CONDITIONS ATTACHED: Yes
IMIS PRE-ENCUMBRANCE NO/DOC. ID.: 271

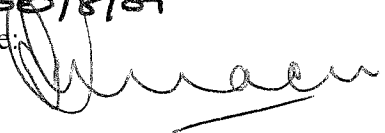
AMOUNT:	ACCOUNT CODE:	PERIOD:
\$125,000	UYA-0146-0239-7074-4704	1 JUNE - 30 JUNE 2001
\$133,461	Subject to Appropriation of Funds	1 JULY - 31 AUGUST 2001

MOD/OBLT No.: 226
AWARD STATEMENT COMPLETED: Yes

CERTIFIED BY:


Mr. James Mutiso
OIC/FMSS, FALD

Accepted on behalf of the Government

Name: Don Mackay
Title: Permanent Representative
Date: 30/8/01
Signature: 

**Attachment 1 to LOA/NEW ZEALAND/UNTAET Assist/2001-52 (UNO)
Requisition No. MED/TAET/01-01**

The main operational base will be Suai, East Timor.

REQUIREMENTS:

Your Government shall provide 1 surgeon, 1 anaesthetist, 1 anaesthetist technician, 1 general practitioner (GP), 1 medical scientist and 10 nurses to fill 15 medical positions with civilian personnel on a reimbursement basis for the Mission in UNTAET. This capability is to be provided for a duration of 3 months, from 01 June 2001 to 31 August 2001.

REIMBURSEMENT:

The United Nations will reimburse the New Zealand Government for the satisfactory provision of the services under this Letter of Assist the following costs:

- ~~US\$ 79,742 per month to cover for the salary, Timor hardship allowance, leave allowance and clothing allowance of the civilian medical personnel who will fill the 15 medical positions.~~
- A maximum of US\$ 14,173 for deployment and redeployment travel excluding taxes from which the United Nations is exempt, as specified below; and
- A maximum of US\$ 5,062 for pre-deployment medical examination and preparation of the civilian medical personnel.

The foregoing notwithstanding , the United Nations will not reimburse the New Zealand Government in excess of US\$ 258,461.

GENERAL CONDITIONS FOR PERSONNEL:

- The Government shall ensure that the personnel it provides meet the standards established by the United Nations for service with UNTAET, inter alia, with respect to experience, specialization, and knowledge of languages. The personnel shall be trained on the equipment with which the contingent is provided and shall comply with whatever policies and procedures may be laid down by the United Nations regarding medical or other clearances and vaccinations.
- During the period of their assignment to UNTAET, the New Zealand Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

- The United Nations shall convey to the New Zealand Government all pertinent information relating to the provision of the personnel, including matters of liability for loss or damage to the United Nations property and compensation claims in respect to death, injury or illness attributable to the United Nations service and/or loss of personnel property.
- Any personnel above the strength authorized in this Memorandum are a national responsibility, and not subject to reimbursement or support by the United Nations. These personnel shall be part of the contingent, and as such enjoy the legal status of members of UNTAET. The troop-contributor will not, however, receive any reimbursement in respect of these personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel, nor will the United Nations provide such personnel with support or services.
- Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this Letter of Assist as appropriate.
- Civilian personnel provided by the New Zealand Government who are serving as part of a formed body of troops shall be assimilated to military members of formed bodies of troops for the purpose of this LOA under the same terms and conditions as those detailed at Annex A of the Memorandum of Understanding concerning the provision of the Level II Hospital between the Government and the United Nations. As such the financial responsibility of the United Nations in the event of death or disability is the same as the responsibility for military personnel as approved in GA resolution 52/177 of 18 December 1997.