

UNITED NATIONS  NATIONS UNIES

POSTAL ADDRESS-ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
TELEPHONE NO: (212)-963-1234; FAX NO. (212)-963-3155

13 December 2001

Subject: Letter of Assist: New Zealand/UNTAET Assist/2001-91 in support of UNTAET;
Requisition Number MED/TAET/01-04

Dear Captain Steer,

I have the honour to request the agreement by the Government of New Zealand (hereinafter referred to as the "Government") to provide medical equipment (consumables) 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

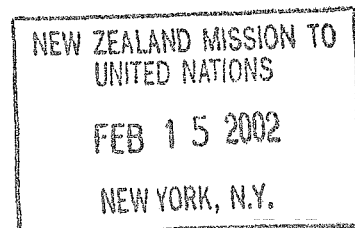
Your Government shall provide the medical equipment (consumables) listed in Attachment 1 in accordance with the terms and conditions herein set forth in support of UNTAET.

Reimbursement

The United Nations shall reimburse your Government up to NZD 16,243.00 for the satisfactory delivery of the equipment (consumables) listed in Attachment 1. Reimbursement by the United Nations shall be made in the currency of billing, unless your Government requires otherwise.

Reimbursement by the United Nations under this LOA shall be made upon receipt of your Government's invoices and certification (in the form of a Receiving & Inspection Report signed by the authorized United Nations official) that the supplies/equipment were satisfactorily delivered. Invoices should show freight and handling costs, if any, separately and cite the LOA and requisition number(s) and the name of the peacekeeping mission. Your Government's invoices should be sent to Mrs. Joan Mathangani, Chief, Supply Section, Logistics Communications Service, DPKO.

Captain Jack Steer, ONZM, RNZN
Counsellor, Military Adviser
Permanent Mission 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 supplies/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 supplies/equipment satisfactorily delivered 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 delivery of the supplies/equipment 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. The arbitrators shall have no authority to award interest.

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 act 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 supplies/equipment will be 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.

Assignment

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

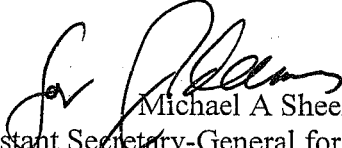
If your Government agrees to this Letter of Assist, please countersign where indicated below and return a copy of the signed Letter of Assist to:

Joan Mathangani, Chief
Supply Section, communication Services
Field Administration and Logistics Division

No supplies/equipment will be provided until receipt by the United Nations of the countersigned copy of this Letter of Assist.

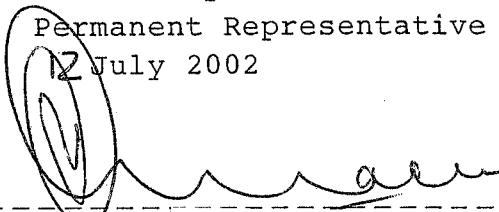
I take this opportunity to thank your Government for its continued support to United Nations peacekeeping operations.

Yours truly,


Michael A Sheehan
Assistant Secretary-General for Mission Support
Department of Peacekeeping Operations

Accepted on behalf of the Government of New Zealand

Name: Don MacKay
Title: Permanent Representative
Date: 12 July 2002
Signature:



STATEMENT OF AWARD
LETTER OF ASSIST
(Record of compliance with applicable rules)

(Check applicable item)

Purpose:

- (a) to purchase goods or services from a Government, or
- (b) ~~to authorize a Government to supply goods or services to its own military contingent in a UN Force subject to the UN reimbursing the Government for:~~
 - (i) the cost of goods or services, or
 - (ii) ~~depreciation of equipment in accordance with agreed guidelines.~~

Goods provided by Government comply with applicable category checked below:

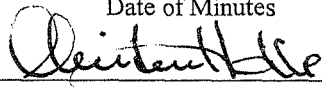
- (a) ~~of a strictly military pattern or nature, spares for mine detection equipment~~
- (b) not of a strictly military pattern or nature but are:
 - (i) goods that are required in such volume that except through a Government, they are not available other than by piecemeal purchases and the exigencies of the Peacekeeping Force render piecemeal procurement impractical;
 - (ii) ~~transportation services for the movement of United Nations military personnel or goods to or from a mission area that are not readily available commercially, or which, if provided commereially, would likely cause operational dislocations or shortages; or~~
 - ~~(iii) dietary or other requirements peculiar to a particular contingent that are obtainable only from its own country, and procurement of which is facilitated or expedited by procurement through its Government and the costs to the United Nations of such procurement are no higher than those that would have been incurred if the procurement had been effected commercially; provided that resort to Letters of Assist shall be discontinued when the circumstances or conditions that gave rise to their use no longer obtain.~~

Reason for not requesting bids or proposals:

Committee on Contracts, if required:

<u> </u> Meeting No.	<u> </u> Date	<u> </u> Date of Minutes
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Signature of Officer completing this form: Dr. Christen Halle



Attachment 1 to Letter of Assist: New Zealand/UNTAET Assist/2001-91
Acquisition Number MED/TAET/01-04

EQUIPMENT (CONSUMABLES) REQUEST SUMMARY

NZ Suitable Equipment within NZ FST (Suai)	Qty Available for Slovaks	Number to be Obtained from NZ	Remark
014616519 Administration Set 279cm Non Vented Syringe	50+stock with equipment	The complete stock	Slovak Self-Sustainment
014618276 Administration Set 279cm Non	14 +stock with equipment	The complete stock	Slovak Self-Sustainment
010747601 Electrode ECG	49 + stock with equipment,	The complete stock	Slovak Self-Sustainment
251500902 Paper Recording HS 3000	10 Rolls + stock with equipment	The complete stock	Slovak Self-Sustainment
982052096 Paper, ECG	14 Rolls + stock with equipment	The complete stock	Slovak Self-Sustainment
014072087 Cuvette, Multi Sample CO2, single use only	2 each only + stock with equipment	The complete stock	Slovak Self-Sustainment
013960711 Paper, Recording Propaq	17 + stock with equipment	The complete stock	Slovak Self-Sustainment
013943266 Sensor, Temperature Probe Sz 12FR	105 + stock with equipment	The complete stock	Slovak Self-Sustainment
013968841 Sensor, Pulse Disposable	Nil, (40 on order) + stock with equipment	The complete stock	Slovak Self-Sustainment
014353394 Sensor, Temperature, Skin	22 + stock with equipment	The complete stock	Slovak Self-Sustainment
014478657 Transducer Assy, Monitoring kit, MX9505	18 + stock with equipment	The complete stock	Slovak Self-Sustainment
123443366 Test Slide Alkalkine Phos	5 + stock with equipment	The complete stock	Slovak Self-Sustainment
123416543 Test Slide, Amylase Determination	3	The complete stock	Slovak Self-Sustainment
123230434 Test Strips AST/GOT 30's	2	The complete stock	Slovak Self-Sustainment
123230435 Test Strips ALT/GPT 30's	4	The complete stock	Slovak Self-Sustainment
123260678 Test Strip Creatine	2	The complete stock	Slovak Self-Sustainment
123231309 Test strip Glucose in Blood, 30's	4	The complete stock	Slovak Self-Sustainment
123230440 Test Strip Bilirubin in blood 30's	4	The complete stock	Slovak Self-Sustainment
171090815 Test Slide, Urea Determination	8	The complete stock	Slovak Self-Sustainment
123230444 Control Strip Reagent Precinorm	Nil some with equipment	0	To be procured by Slovakia

123276230 Calibration Kit, clean and check strips	2	0	To be procured by Slovakia
014887829 ATTEST Incubator	1 with equipment	The complete stock	Slovak Self-Sustainment
004765245 INDICATOR ATTEST BIOLOGICAL NO 1262P	4 bx + stock with equipment	The complete stock	Slovak Self-Sustainment
123180217 INDICATOR, TEMPERATURE CARD AESCULAP	1 bx + stock with equipment	The complete stock	Slovak Self-Sustainment
123244993 Filter Aesculap Case	5 + stock with equipment	The complete stock	Slovak Self-Sustainment
998992913 INSTRUMENT CLEANING FLUID ANTIRUST 5L	5 + stock with equipment	The complete stock	Slovak Self-Sustainment
009124992 Instrument Lub, CleanZyme Premix Slip	5 + stock with equipment	The complete stock	Slovak Self-Sustainment
982048228 Control Blood Gas Confitest	2 + stock with equipment	The complete stock	Slovak Self-Sustainment
982038117 Blood Sampling Set	6 + stock with equipment	The complete stock	Slovak Self-Sustainment
982048229 Paper Blood chemistry	8 rolls + stock with equipment	The complete stock	Slovak Self-Sustainment
982038109 Tube Capillary Heparinised (250's)	4 + stock with equipment	The complete stock	Slovak Self-Sustainment
982048227 CO2 , 2ltr bottle	1 + stock with equipment	The complete stock	Slovak Self-Sustainment