

UNITED NATIONS



Treaty Series No. 80 (1963)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the United Nations

for the Provision of Operational and
Executive Personnel to Overseas
Territories of the United Kingdom
(O.P.E.X.)

[with Exchange of Letters]

New York, June 27, 1963

[The Agreement entered into force on signature]

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
November 1963*

LONDON

HER MAJESTY'S STATIONERY OFFICE

ONE SHILLING NET

Cmnd. 2193

AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE PROVISION OF OPERATIONAL AND EXECUTIVE PERSONNEL TO THE TRUST, NON-SELF GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ARE RESPONSIBLE WITH THE EXCEPTION OF THE FEDERATION OF RHODESIA AND NYASALAND

THE UNITED NATIONS and THE GOVERNMENT OF GREAT BRITAIN AND NORTHERN IRELAND (hereinafter referred to as "the Government of the United Kingdom"), desiring to join in furthering the development of the administrative services of the Trust, Non-Self Governing and other Territories with the exception of the Federation of Rhodesia and Nyasaland for whose international relations the Government of the United Kingdom are responsible have entered into this Agreement in a spirit of friendly co-operation.

ARTICLE I

Scope of the Agreement

1. This Agreement embodies the conditions under which the United Nations shall render assistance by providing operational and executive personnel (hereinafter referred to as "officers") to the Governments of the Trust, Non-Self Governing and other Territories (hereinafter referred to as "the Governments of the Territories") for whose international relations the Government of the United Kingdom are responsible with the exception of the Federation of Rhodesia and Nyasaland. Subject to the provisions of this Agreement, arrangements regarding the provision of each officer shall be made in an exchange of letters between the United Nations and the Government of the Territory concerned, acting with the authority of the Government of the United Kingdom. The Government of the United Kingdom accept international responsibility for any obligations imposed on the Governments of the Territories by this Agreement or on any of those Governments by any exchange of letters entered into in pursuance of this Agreement in the same manner as if such obligations had been imposed on the Government of the United Kingdom.

2. The Government of the Territory concerned and each officer may enter into agreements between themselves or adopt such arrangements as may be appropriate concerning their mutual relationship. However, any such agreement or arrangement shall be subject to the provisions of this Agreement and to the relevant exchange of letters concluded in pursuance of this Agreement, and shall be communicated to the United Nations.

3. The relationship between the United Nations and the officers shall be defined in contracts between them. A copy of the form of contract the

United Nations will use for this purpose is herewith transmitted for the information of the Government of the United Kingdom, as Annex 1 to this Agreement. The United Nations undertakes to furnish the Government of the Territory concerned with a copy of the contract concluded between the United Nations and each officer within one month after it has been concluded.

ARTICLE II

Functions of the Officers

1. The officers to be provided under this Agreement shall be available to perform operational, executive or managerial functions, including training, for the Governments of the Territories, or, if so agreed by the United Nations and the Government of the Territory concerned, for other public agencies or bodies of the Territory.

2. In the performance of the duties assigned to them by the Government of the Territory concerned, the officers shall be solely responsible to, and under the exclusive direction of, that Government or the public agency or body by whom, with the agreement of that Government they are employed, and they shall not report to or take instructions from the United Nations or any other person or body external to that Government, public agency or body, except with the approval of that Government. In each case the Government of the Territory shall designate the authority to which the officer will be immediately responsible.

3. The Parties hereto recognize that a special international status attaches to the officers made available to the Governments of the Territories under this Agreement, and that the assistance provided to the Governments of the Territories hereunder is in furtherance of the purposes of the United Nations. Accordingly, the officers shall not be required to perform any function incompatible with such special international status or with the purposes of the United Nations and any agreement entered into by the Government of the Territory concerned with any officers shall embody a specific provision to that effect.

ARTICLE III

Obligations of the United Nations

1. The United Nations shall provide the officers in response to requests from the Government of the United Kingdom or, where so authorised by the Government of the United Kingdom, from the Government of any Territory. The officers shall be persons with adequate experience to enable them to perform efficiently the functions indicated in the requests and shall be selected by the United Nations in consultation with the Government of the Territory concerned.

2. The United Nations shall provide such officers in accordance with any applicable resolutions and decisions of its competent organs, and subject to the availability of the necessary funds and suitable officers.

3. The United Nations shall, within the financial resources available to it, provide financial and administrative assistance necessary to the successful implementation of this Agreement, including in particular the payment of stipends and allowances to supplement, as appropriate, the salary and related emoluments paid to any officer by the Government of the Territory concerned under paragraph 1 of Article IV of this Agreement, and upon request of that Government, the effecting of such payment in currencies unavailable to that Government and the making of arrangements for travel and transportation outside the territory of assignment when the officer, his family or belongings are moved under the terms of his contract.

4. The United Nations shall provide the officers with such subsidiary benefits as it may deem appropriate, including compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of Governments of the Territories. Such subsidiary benefits shall be specified in contracts to be entered into between the United Nations and the officers.

5. The United Nations shall extend its good offices in a spirit of friendly co-operation towards the making of any necessary amendment to the conditions of service of the officer, including the cessation of such service if and when it becomes necessary.

ARTICLE IV

Obligations of Governments of the Territories

1. The Government of each Territory receiving assistance under this Agreement shall contribute to the cost of implementing this Agreement by paying the officer the salary and related emoluments which would be payable to a national civil servant or other comparable employee holding the rank to which the officer is assimilated.

2. The Government of the Territory shall provide the officer with such services and facilities, including local transportation, and medical and hospital facilities, as are normally made available to a national civil servant or other comparable employee holding the rank to which the officer is assimilated.

3. The Government of the Territory shall use its best endeavours to locate suitable housing and make it available to the officer.

4. The Government of the Territory shall grant the officer the annual and sick leave available to a national civil servant or other comparable employee holding the rank to which the officer is assimilated except that where such annual leave is less than thirty working days (six weeks) per annum the Government shall grant him such further annual leave as may be necessary to bring his total entitlement up to thirty working days (six weeks) per annum, so as to permit the officer to enjoy such home leave as he may be entitled to under the terms of his contract with the United Nations. The Government shall also grant him the necessary travel time for taking such home leave.

5. The Government of the Territory shall grant to the officers the following privileges:

- (a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) Exemption from taxation on the salaries and emoluments paid to them by the United Nations;
- (c) Immunity from national service obligations;
- (d) Immunity, together with their spouses and relatives dependent upon them, from immigration restrictions and alien registration;
- (e) The same privileges in respect of currency or exchange restrictions as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government of the United Kingdom;
- (f) Together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- (g) The right to import free of duty their furniture and effects at the time of first taking up their post in the territory in question.

6. The assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the peoples and Governments of the Territories. In recognition thereof, the Governments of the Territories shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Governments of the Territories shall indemnify and hold harmless the United Nations and the officers against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

7. The Governments of the Territories shall endeavour to ensure the effective use of the officers provided and will, as far as practicable, make available to the United Nations information on the results achieved by this assistance.

8. The Government of the Territory concerned shall defray such portions of the expenses to be paid outside the territory of assignment as may be mutually agreed upon.

ARTICLE V

Settlement of Disputes

1. Any dispute between the Government of the Territory and any officer arising out of or relating to the conditions of his service may be referred to the United Nations by either the Government of the Territory or the officer involved, and the United Nations shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence, the matter shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 of this Article.

2. Any dispute between the United Nations and the Government of the United Kingdom or the Governments of any of the Territories arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 of this Article.

3. Any dispute to be submitted to arbitration shall be referred to three arbitrators for decision by a majority of them. Each party to the dispute shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the 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 Secretary-General of the Permanent Court of Arbitration 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 to the dispute as the final adjudication thereof.

ARTICLE VI

General Provisions

1. This Agreement shall enter into force upon signature.

2. This Agreement may be modified by agreement between the United Nations and the Government of the United Kingdom. Arrangements made by exchange of letters pursuant to this Agreement may be modified by agreement between the United Nations and the Government of the Territory concerned acting in accordance with the provisions of paragraph 1 of Article I. Any modification of this Agreement or of any arrangements made in any exchange of letters pursuant to this Agreement shall be without prejudice to the rights of officers holding appointments pursuant to this Agreement.

3. This Agreement may be terminated by the United Nations or by the Government of the United Kingdom upon written notice to the other party and shall terminate sixty days after receipt of such notice. Arrangements made by exchange of letters may be terminated by the United Nations or by the Government of the Territory concerned upon written notice to the other party and shall terminate sixty days after receipt of such notice.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by THE UNITED NATIONS and THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND have signed the present Agreement.

Done in duplicate in the English language, at New York this 27th day of June 1963.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland

For the United Nations

R. W. JACKLING

C. Y. WU

*Deputy Permanent Representative of
the United Kingdom of Great
Britain and Northern Ireland to
the United Nations.*

*Acting Commissioner for Tech-
nical Assistance.*

ANNEX 1

FORM OF CONTRACT

between

THE UNITED NATIONS and

The United Nations having entered into an Agreement with the Government of dated concerning the provision of operational, executive and administrative personnel, (hereinafter called "the officer"), undertakes to perform the following functions for or on behalf of the Government of for a period of commencing

ARTICLE I

Functions of the Officer

1. The functions of the officer will be
These functions may be changed from time to time by mutual agreement between the Government of and the officer.

ARTICLE II

Obligations of the United Nations

1. The United Nations will provide the officer with a stipend equivalent to US \$..... per annum. The stipend shall be payable in the following currencies:

2. The United Nations will provide the officer with:

- (a) Travel and travel subsistence allowance for himself and his recognized dependents on appointment and separation;
- (b) Travel on home leave and travel to visit dependents;
- (c) Dependency allowances;
- (d) Post adjustments;
- (e) An installation grant;
- (f) An assignment allowance;
- (g) An education grant and education grant travel for his dependent children;
- (h) A service benefit at the rate of 8% of US \$..... for each year of service or a repatriation grant;
- (i) Cash payment for the United Nations portion of the accrued unused annual leave at the time of separation;
- (j) Group insurance for life, accidental death and dismemberment; and
- (k) Medical care.

3. The United Nations will reimburse any income taxes which may be levied by the country of the officer's nationality or normal residence on the

salary and related emoluments received from the Government of, and on the stipend and any of the allowances or emoluments paid by the United Nations. This reimbursement shall be computed without regard to any income except that mentioned in the preceding sentence.

4. If, at the time of his appointment, the officer is a full or associate participant of the United Nations Joint Staff Pension Fund and is eligible to continue his participation under the Regulations of the Pension Fund, the United Nations will continue to pay its share of contribution into the Pension Fund.

5. (a) The United Nations will make arrangements under which compensation may be granted to the officer should he suffer death, injury or illness determined by the United Nations to have been attributable to the performance of official duties on behalf of the Government of under this contract;

(b) In the event of death of the officer or of his recognized dependent, the United Nations will pay the expenses of transportation of the body from the place of death to a place to which he is entitled to return transportation. These expenses will include reasonable costs for preparation of the body.

6. The benefits mentioned in this Article will be provided by the United Nations under terms, conditions and definitions generally the same as those applicable to its staff members in the category of project personnel.

ARTICLE III

Obligations of the Officer

1. The officer shall be responsible to the Government of In the performance of his duties he shall neither seek nor accept instructions from any other Government or from any other authority external to the Government of

2. The officer shall conduct himself at all times with the fullest regard for the aims of the United Nations and in a manner befitting his status under this contract. He shall not engage in any activity that is incompatible with the purposes of the United Nations or the proper discharge of his duties with the Government of He shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on his status, or on the integrity, independence and impartiality which are required by that status. While he is not expected to give up his national sentiments or his political and religious convictions, he shall at all times bear in mind the reserve and tact incumbent upon him by reason of his status.

3. The officer shall exercise the utmost discretion in regard to all matters of official business. He shall not communicate to any person any information known to him by reason of his official position with the Government of which has not been made public, except in the course of his duties or by authorization of the Government of Nor shall he at any time use such information to private advantage. These obligations do not cease upon completion of service under this contract.

4. As part of his official functions and to the maximum extent approved by the Government of, the officer shall promote and assist in the training of new talent with a view to increasing the supply of competent officials available to the public service of The officer is invited to make the fullest possible use of multilateral, regional and bilateral facilities which exist for the training of suitable candidates.

ARTICLE IV

Settlement of Disputes

The United Nations shall establish arbitration machinery to hear and to decide disputes between itself and the officer in which the latter asserts non-observance of the terms of this contract.

ARTICLE V

General Provisions

1. This contract shall enter into force upon signature.

2. This contract may be modified by agreement between the United Nations and the officer, and specifically in the light of such modifications as may from time to time be made in the Agreement referred to above between the United Nations and the Government of While the officer does not have the status of a member of the Secretariat of the United Nations, any relevant matter for which no provision is made in the contract shall be settled according to the administrative practices of the Secretariat.

3. This contract may be terminated by either party upon one month of written notice. Should the United Nations so terminate the contract, the United Nations will pay to the officer an indemnity equal to one week's salary for each month of uncompleted service under this contract. This contract expires without further notice at the time shown above. This contract does not carry any expectancy of renewal or of conversion to any type of appointment in the Secretariat of the United Nations.

IN WITNESS WHEREOF the undersigned have affixed their signature.

.....
(The officer)

.....
(For the Secretary-General of the United Nations)

.....
(Date)

.....
(Date)

EXCHANGE OF LETTERS CONCERNING IMMUNITIES AND PRIVILEGES OF OFFICIALS UNDER THE OPEX AGREEMENT

No. 1

Deputy Permanent Representative of the United Kingdom of Great Britain and Northern Ireland to the United Nations to the Secretary-General of the United Nations

Your Excellency,

New York, June 27, 1963

With reference to the Agreement signed to-day between the Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations for the Provision of Operational and Executive Personnel to the Trust, Non-Self-Governing and other Territories for whose international relations the Government of the United Kingdom are responsible, with the exception of the Federation of Rhodesia and Nyasaland, I have the honour to inform you of the following understandings of the Government of the United Kingdom:

- (a) That in deciding whether to waive immunities accorded an officer under the OPEX Agreement the Secretary-General will be guided by the same considerations as are laid down in Section 20 of Article V of the Convention on the Privileges and the Immunities of the United Nations,⁽¹⁾ in respect of officials.
- (b) The provisions of paragraph 6 of Article IV of the Agreement will, in relation to any officer, apply only in respect of acts and omissions of an officer relating to any operation covered by this Agreement, not amounting to wilful neglect or reckless misconduct on his part.
- (c) In the event of any payment being made in accordance with the provisions of paragraph 6 of Article IV of the Agreement, subject to sub-paragraph (b) above, the Government of a Territory making such payment will be entitled to exercise and enjoy the benefit of all rights and claims of the United Nations or the officer concerned, as the case may require, against third persons.
- (d) The United Nations or the officer concerned, as the case may require, will place at the disposal of the Government of a Territory any information or other assistance required for the fulfilment of the purpose of sub-paragraph (c) above or for the handling of any case to which paragraph 6 of Article IV of the Agreement, subject to sub-paragraph (c) above, relates.

If the foregoing is also the understanding of the United Nations I have the honour to suggest that the present Letter together with your reply in that sense shall be regarded as placing on record the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland and of the United Nations in this matter.

I avail, etc.,

R. W. JACKLING.

⁽¹⁾ "Treaty Series No. 10 (1950)", Cmnd. 7891.

No. 2

From the Acting Commissioner for Technical Assistance of the United Nations to the Deputy Permanent Representative of the United Kingdom of Great Britain and Northern Ireland to the United Nations

Sir, *New York, 27 June 1963*

I have the honour to acknowledge the receipt of your letter of today's date which reads as follows:

[As in No. 1]

It gives me pleasure to confirm on behalf of the United Nations the agreement of the United Nations to the proposals contained in your letter quoted above. Accordingly, your letter, together with this reply, shall be regarded as placing on record the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland and of the United Nations in this matter.

Accept, Sir, etc.

C. Y. WU.

Printed and published by
HER MAJESTY'S STATIONERY OFFICE

To be purchased from
York House, Kingsway, London w.c.2
423 Oxford Street, London w.1
13A Castle Street, Edinburgh 2
109 St. Mary Street, Cardiff
39 King Street, Manchester 2
50 Fairfax Street, Bristol 1
35 Smallbrook, Ringway, Birmingham 5
80 Chichester Street, Belfast 1
or through any bookseller

Printed in England