

No. 27259

**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
NAMIBIA**

Exchange of letters constituting an agreement on a legal framework for the operations of the UNICEF Office in Namibia (with annexes). New York, 2 May 1990, and Windhoek, 9 May 1990

Authentic text: English.

Registered ex officio on 9 May 1990.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
NAMIBIE**

Échange de lettres constituant un accord sur le cadre juridique des activités du Bureau de l'UNICEF en Namibie (avec annexes). New York, 2 mai 1990, et Windhoek, 9 mai 1990

Texte authentique : anglais.

Enregistré d'office le 9 mai 1990.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED NATIONS (UNITED NATIONS CHILDREN'S FUND) AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA ON A LEGAL FRAMEWORK FOR THE OPERATIONS OF THE UNICEF OFFICE IN NAMIBIA

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UNICEF
UNITED NATIONS CHILDREN'S FUND
FONDS DES NATIONS UNIES POUR L'ENFANCE
FONDO DE LAS NACIONES UNIDAS PARA LA INFANCIA
NEW YORK

2 May 1990

Excellency,

I have the honour to refer to the discussions between our representatives concerning the conclusion of an Agreement between the United Nations Children's Fund (UNICEF) and the Government of Namibia to cover programmes of co-operation in Namibia within UNICEF's mandate.

UNICEF, under the direction of its Executive Board, has been charged by the General Assembly of the United Nations with the responsibility of meeting, through the provision of supplies, training and advice, the emergency and long-range needs of children, and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, the child health and child welfare programmes of countries receiving assistance.

In this connection, I have the honour to confirm that UNICEF is prepared to conclude an Agreement with your Government, and herewith attach the Basic Co-operation Agreement (Annex I), which UNICEF has been authorized by its Executive Board to use as the basis for such an Agreement. I have also the honour to propose that the Basic Co-operation Agreement between your Government and UNICEF should be signed as soon as possible in order to enable UNICEF to commence its co-operation in programmes in the Country.

However, in order to provide a legal framework for the operation of the UNICEF Office in Namibia, UNICEF is willing to accept in the meantime that the Agreement between the Government and the United Nations Development Programme signed on 22 March 1990² should be made applicable, *mutatis mutandis*, to UNICEF until 1 October 1990, or as soon as an agreement is concluded by UNICEF and your Government based on the Model Text of the UNICEF Basic Co-operation Agreement.

¹ Came into force on 9 May 1990 by the exchange of the said letters.

² United Nations, *Treaty Series*, vol. 1562, No. I-27171.

Should you be agreeable to the above, I have the honour to propose that this Letter and your reply in this sense, in the form of the attached (Annex II), shall constitute an Agreement between the Parties as provided in paragraph 4 above.

Excellency, please accept the assurances of my highest consideration.

[Signed]

JAMES P. GRANT
Executive Director

His Excellency Mr. Theo-Ben Gurirab
Minister of Foreign Affairs
The Republic of Namibia

ANNEX 1

MODEL BASIC CO-OPERATION AGREEMENT BETWEEN THE UNITED NATIONS
CHILDREN'S FUNDS AND GOVERNMENTS

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CORRIGENDUM TO THE MODEL BASIC CO-OPERATION AGREEMENT
BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND GOVERNMENTS

Page 9, article V, subparagraph 2 (b), lines 1 and 2

For supplies and equipment furnished read supplies, equipment and other materials provided

Page 10, article VII, paragraph 6, line 2

For supplies and equipment, read supplies, equipment and other materials

Page 12, article XI, paragraph 1, lines 4 and 5

For charges on mail, cablegrams, teleprinters, telephone read charges on mail and cablegrams and on teleprinter, facsimile, telephone

Page 13, article XIII, paragraph 2, lines 2 and 3

For facilities in subparagraphs read facilities specified in subparagraphs

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Article XIV, line 4:

For set forth read specified

Article XVII, last line:

For or other read and

Page 16, article XXIV, line 3

For an instrument of read an instrument constituting