

No. 31232

**UNITED NATIONS
and
SLOVAKIA**

Agreement on the provision of facilities for the technical conversion training of the Bangladeshi military contingent assigned to the United Nations Protection Force in Bosnia and Herzegovina (with annexes). Signed at Bratislava on 23 September 1994

Authentic text: English.

Registered ex officio on 23 September 1994.

**ORGANISATION DES NATIONS UNIES
et
SLOVAQUIE**

Accord relatif à la fourniture de facilités en vue de l'entraînement aux fins de conversion technique du contingent militaire bangladais affecté à la Force de protection des Nations Unies en Bosnie-Herzégovine (avec annexes). Signé à Bratislava le 23 septembre 1994

Texte authentique : anglais.

Enregistré d'office le 23 septembre 1994.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE SLOVAK REPUBLIC ON THE PROVISION OF FACILITIES FOR THE TECHNICAL CONVERSION TRAINING OF THE BANGLADESHI MILITARY CONTINGENT ASSIGNED TO THE UNITED NATIONS PROTECTION FORCE IN BOSNIA AND HERZEGOVINA

WHEREAS, the United Nations Security Council set out objectives for the United Nations Protection Force ("UNPROFOR") under its resolutions 836 (1993)² and 844 (1993)³ respectively dated 4 and 18 June 1993;

WHEREAS, the Secretary-General of the United Nations has received a number of offers in terms of both troops and equipment from Member States for the implementation of such objectives;

WHEREAS, the Government of Bangladesh has offered to contribute military personnel to serve with UNPROFOR;

WHEREAS, the Government of Germany has agreed to make available to the United Nations equipment (referred to hereinafter as the "Equipment") for the use by contingents assigned to UNPROFOR;

WHEREAS, the Government of the Slovak Republic has agreed to make available training services and facilities in Slovakia for the technical conversion training (referred to hereinafter as the "training") of the military personnel contributed by the Government of Bangladesh;

WHEREAS, the training shall be provided to UNPROFOR military personnel contributed by the Government of Bangladesh (referred to hereinafter as the "Contingent") on the use of the Equipment;

AND WHEREAS, such training shall be conducted by both Slovak instructors and by personnel of a private German Contractor under contract with the United Nations;

NOW THEREFORE, the United Nations and the Government of the Slovak Republic (hereinafter referred to as "the Parties") agree as follows:

¹ Came into force on 23 September 1994 by signature, in accordance with article XV.

² United Nations, *Official Records of the Security Council, Forty-eighth Year, Resolutions and Decisions of the Security Council 1993 (S/INF/49)*, p. 13.

³ *Ibid.*, p. 15.

Article I

Training

The Contingent shall receive, in Slovakia, technical conversion training on the operation, use and maintenance of the Equipment. The training shall successfully impart to the Contingent full knowledge of and skill and expertise in the operation, use, maintenance and handling of the Equipment. The training shall be carried out in accordance with Annex A hereof.

Article II

Duration of the training

The training shall commence upon arrival in Slovakia of the first elements of the Contingent and shall terminate not later than 15 October 1994.

Article III

Training Instructors

1. The Government undertakes to provide twenty-two (22) experienced and qualified instructors to perform the training referred to in Article I hereof. Further details of the instructors to be provided by the Government are set forth in Annex A hereto.
2. The instructors to be provided by the Government shall not be deemed to be agents, servants or employees of the United Nations.
3. The Government shall be fully responsible for all work and services performed by the instructors and the personnel, agents servants and employees provided by the Government for purposes of this Agreement.

Article IV

Application of the Convention

For the purpose of the training referred to in Article I hereinabove the privileges and immunities specified in the present Agreement as well as those provided for in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946¹ (the "Convention"), to which Slovakia succeeded on 28 May 1993,² shall apply.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, vol. 1723, No. A-4.

Article V **International Character**

1. The Contingent is an integral part of the military personnel of UNPROFOR and the duties of such Contingent or any other military personnel of UNPROFOR or officials of the United Nations assigned to provide assistance in connection with the training are to be conducted with the interests of the United Nations only in view.
2. The Government undertakes to respect the exclusively international nature of the United Nations in connection with the training.

Article VI **Services and Facilities**

1. For the purpose of the training referred to in Article I above, the Government shall also make available to the United Nations the following:
 - (a) suitable training grounds and areas, including *inter alia*, a shooting range, driving track and maintenance area, and related facilities;
 - (b) administration of the training grounds and areas including administrative support and personnel;
 - (c) use of barracks, maintenance sheds and offices;
 - (d) second line (stand-by) medical care, including ambulance and qualified doctors;
 - (e) security and protection of the training grounds and areas, and of the personnel and equipment of the United Nations, including military personnel of UNPROFOR, and personnel and equipment of the private German Contractor of the United Nations.
2. The Government will provide the commodities, services and facilities specified in the Letter of Assist annexed hereto as Annex B, which constitutes an integral part of this Agreement. Those commodities, services and facilities shall be provided at the request and cost of the United Nations, the maximum costs therefor being as stipulated in Annex B hereof.
3. The Government shall be responsible to the United Nations for any loss or damage incurred by the United Nations or its property attributable to any defect in the commodities, services or facilities provided by the Government under this Agreement, or attributable to any negligent or wilful conduct on the part of the instructors and personnel of, or provided by, the Government.

Article VII

Financial Provisions

1. The United Nations shall reimburse the Government for its expenses associated with, and arising from, the provision of training and facilities to the Contingent. Details relating to the amounts payable by the United Nations to the Government are set forth in the Letter of Assist Slovak Republic/UNPROFOR Assist 94-127 (UNO), attached hereto as Annex B. The reimbursement of the Government by the United Nations pursuant to this Article shall not exceed the amount of US\$366,755.84. Such reimbursement will be effected within the time specified in paragraph 2 of this Article.

2. The Government shall submit bills detailing the costs associated with the provision of training and facilities under this Agreement. A consolidated bill with supporting documentation detailing actual expenses incurred by the Government shall be submitted to the United Nations on a monthly basis. The United Nations shall pay the submitted bills within thirty (30) days after receipt of the bills submitted pursuant to this Article.

Article VIII

Indemnity

1. The Government shall indemnify and hold and save harmless the United Nations, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, by any person or entity, attributable to acts or omissions of the instructors and personnel of, or provided by, the Government under this Agreement or attributable to any defect in the commodities, services or facilities provided by the Government under this Agreement.

2. The Government acknowledges that the training to be provided under this Agreement will involve Equipment provided to the United Nations by the Government of Germany for use in connection with UNPROFOR. The United Nations accepts no liability for any loss or damage attributable to any inherent or latent defect in that Equipment or any improper use or maintenance of that Equipment by the instructors and personnel of, or provided by, the Government.

3. Without limiting the generality of Article VIII.1 hereof, the Government agrees to indemnify and hold and save harmless the United Nations, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind including their costs and expenses arising from any inherent or latent defect in the Equipment referred to in the previous paragraph or any improper use or maintenance of the Equipment by the instructors and personnel of, or provided by, the Government under this Agreement.