

No. 32417

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

Basic Cooperation Agreement. Signed at Yaoundé on 19 December 1995

Authentic texts: English and French.

Registered ex officio on 19 December 1995.

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

Accord de base de coopération. Signé à Yaoundé le 19 décembre 1995

Textes authentiques : anglais et français.

Enregistré d'office le 19 décembre 1995.

BASIC COOPERATION AGREEMENT¹ BETWEEN THE REPUBLIC OF CAMEROON AND THE UNITED NATIONS CHILDREN'S FUND

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PREAMBLE

Whereas the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (1) of 11 December 1946² as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-term needs of children and their continuing needs and of 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, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates; and

Whereas UNICEF and the Government of the Republic of Cameroon wish to establish the terms and conditions under which UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperate in programmes in Cameroon,

Now, therefore, UNICEF and the Government, in a spirit of friendly cooperation, have entered into this Agreement.

¹ Came into force on 19 December 1995 by signature, in accordance with article XXIII (1).

² United Nations, *Official Records of the General Assembly, First Session, Second Part (A/64/Add.1)*, p. 90.

Article I

DEFINITIONS

For the purpose of the Agreement, the following definitions shall apply:

a) “Appropriate authorities” means central, local and other competent authorities under the law of the country;

b) “Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;¹

c) “Experts on mission” means experts coming within the scope of articles VI, and VII of the Convention;

d) “Government” means the Government of the Republic of Cameroon;

e) “Greeting Cards Operation” means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;

f) “Head of the office” means the official in charge of the UNICEF office;

g) “Country” means the country where a UNICEF office is located or which receives programme support from a UNICEF office located in elsewhere;

h) “Parties” means UNICEF and the Government;

i) “Persons performing services for UNICEF” means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

j) “Programmes of cooperation” means the programmes of the country in which UNICEF cooperates, as provided in article III below;

k) “UNICEF” means the United Nations Children’s Fund;

l) “UNICEF office” means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;

m) “UNICEF officials” means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946;²

Article II

SCOPE OF THE AGREEMENT

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.

2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant resolutions, decisions, regulations and rules and policies

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

² *Ibid.*, *Official Records of the General Assembly, First Session, Second Part (A/64/Add.1)*, p. 139.

of the competent organs of the United Nations, including the Executive Board of UNICEF.

Article III

PROGRAMMES OF COOPERATION AND MASTER PLAN OF OPERATIONS

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.

2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.

3. The Government shall permit UNICEF officials, experts on mission and persons performing services for UNICEF to observe and monitor all phases and aspects of the programmes of cooperation.

4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.

5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

Article IV

UNICEF OFFICE

1. UNICEF may establish and maintain a central office as well as other offices in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

2. UNICEF may, with the agreement of the Government, establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain an office in the country, UNICEF may, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

Article V

ASSIGNMENT OF STAFF TO UNICEF OFFICE

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programme of cooperation in connection with:

- a) The preparation, review, monitoring and evaluation of the programme of cooperation;
- b) The shipment, receipt, distribution or use of supplies, equipment and other materials provided by UNICEF;
- c) Advising to the Government regarding the progress of the programmes of cooperation;
- d) Any other matters relating to the application of the present Agreement.

2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.

Article VI

GOVERNMENT CONTRIBUTION

1. The Government shall, as mutually agreed upon and to the extent of its resources:

- a) Provide appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;
- b) Provide costs of postage and telecommunications for official purposes;
- c) Provide transportation for UNICEF officials, as indicated in the plan of operations for the programmes in Cameroon, experts on mission and persons performing services for UNICEF in their official functions in the country;
- d) Provide Government accommodation, if available, to UNICEF personnel while on official mission within the country.

2. The Government shall, to the extent possible:

- a) Provide suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;
- b) Provide necessary installations and supply of utility services such as water, electricity, sewerage, fire protection services and other services, for UNICEF offices premises.

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

Article VII

UNICEF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE

1. UNICEF's contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be