

BASIC AGREEMENT

Between the Government of the Republic of Armenia and the United Nations World Food Programme

Preamble

Whereas the Government of the Republic of Armenia (hereinafter referred to as "the Government") desires to avail itself of assistance from the United Nations World Food Programme (hereinafter referred to as "the World Food Programme") and

Whereas the World Food Programme is agreeable to affording such assistance at the specific request of the Government.

Now therefore the World Food Programme and the Government have entered into this Agreement, in the spirit of friendly co-operation, embodying the general terms and conditions under which such assistance may be given by the World Food Programme and utilized by the Government in accordance with the General and Financial Regulations and Rules of the World Food Programme

Article 1

Assistance Requests and Agreements

1. The Government may request assistance in the form of food from the World Food Programme for supporting economic and social development projects or for meeting emergency food needs arising from natural disasters or as the result of other emergency conditions.

2. Any request for assistance shall normally be presented by the Government in the form indicated by the World Food Programme, through the World Food Programme Representative in the Republic of Armenia.

3. The Government shall provide to the World Food Programme appropriate facilities and relevant information needed for assessing the Government request for assistance.

4. On approval, the World Food Programme shall provide to the Government a detailed Plan of Operations or Letter of Understanding for such assistance (Development projects, Protracted Relief and Recovery Operations or Emergency Relief Operations).

5. Each Plan of Operations or Letter of Understanding shall specify the terms and conditions upon which a project is to be carried out with respective responsibilities of the Government and the World Food Programme in implementing the project. The provisions of the present Basic Agreement shall govern any Plan of Operations or Letter of Understanding concluded thereunder.

6. Such agreements (Plans of Operations and Letters of Understanding) shall safeguard WFP's right to observe all phases of programme and project

operations from the receipt of commodities in the country to final utilization. The World Food Programme may suspend or withdraw its assistance in the event of failure on the part of the Government to fulfil any of its obligations assumed under the present Basic Agreement or any agreement concluded by virtue thereof.

Article 2

Execution of Development Projects, Protracted Relief and Recovery Operations and Emergency Relief Operations

1. The primary responsibility for execution of development projects, protracted relief and recovery, and emergency operations shall rest with the Government, or other mutually agreed agency, as stipulated in the Plan of Operations or Letter of Understanding governing the implementation of any development, protracted relief and recovery, or emergency operation in the Republic of Armenia.

2. The World Food Programme shall deliver commodities free of charge at the port of entry, frontier station, or other mutually agreed extended delivery points within the Republic of Armenia, and shall supervise and provide advisory assistance in the execution of any development, protracted relief and recovery, or emergency operation.

3. In respect of each project the Government shall designate, in agreement with the World Food Programme, an appropriate agency or agencies including international/national NGOs, local bodies, etc, to implement the project. Should there be more than one food assistance project in the country, the Government shall designate a central co-ordinating agency for regulating supplies of food as between the World Food Programme and the projects and between the-projects themselves.

4. The Government shall provide facilities to the World Food Programme for observing all stages of the implementation of development projects, protracted relief and recovery, and emergency operations.

5. The Government shall provide safe passage to all WFP-supplied food/non-food items throughout the country's territory.

6. The Government, or designated agency, shall ensure that the commodities supplied by the World Food Programme are handled, transported, stored and distributed with adequate care and efficiency and that the commodities are utilized in the manner agreed upon between the Parties. In the event that they are not so utilized, the World Food Programme may require the return

7. The World Food Programme may suspend or withdraw its assistance in the event of failure on the part of the Government to fulfil any of its obligations assumed under the present Agreement or any agreement concluded by virtue thereof.

Article 3

Assistance from Other Sources

1. In the event that assistance towards the execution of the project is obtained by the Government from sources other than the World Food Programme the parties shall consult each other with a view to effective co-ordination of assistance from the World Food Programme and other sources.

Article 4

Information Concerning Projects, Relief and Recovery, and Emergency Operations

1. The Government, or designated agency, shall furnish the World Food programme with such relevant documents, accounts, records, statements, reports and other information as the World Food Programme may request concerning the execution of any development project, protracted relief and recovery, or emergency operation, or its continued feasibility and soundness, or concerning the fulfillment by the Government of any of its responsibilities under the present Agreement or any agreement concluded by virtue thereof.

2. The Government, or designated agency, shall keep the World Food Programme informed regularly of the progress of execution of each development, protracted relief and recovery, or emergency operation.

3. The Government, or designated agency, shall present to the World Food Programme accounts audited by external auditors of the use of all food and non-food items supplied by the World Food Programme for each project at agreed intervals and at the end of each project.

4. The Government, or designated agency, shall assist in any evaluation of a project that the World Food Programme may undertake, as stated in the relevant Plan of Operations or Letter of Understanding, by maintaining and furnishing to the World Food Programme complete records required for this purpose. Any evaluation report prepared shall be submitted to the Government, or designated agency, for its comments.

Article 5

The World Food Programme Office

1. The World Food Programme may establish and maintain Office in the Republic of Armenia. The World Food Programme may, with the agreement of the Government, also establish and maintain additional offices to facilitate the implementation of any of its projects or operations carried out under this Basic Agreement.

2. The World Food Programme office will undertake its operations in accordance with its mandate and the operational requirements of the projects implemented in the Republic of Armenia, including the establishment and

maintenance of relations between the World Food Programme and other governmental or non-governmental organizations functioning in the country.

Article 6

World Food Programme Personnel

1. The World Food Programme may assign to the Republic of Armenia such officials or other personnel as the World Food Programme deems necessary to fulfil its obligations in the implementation its activities within the Republic of Armenia.

2. The Government shall be informed by the World Food Programme regarding the international officials and other personnel to be assigned to the World Food Programme activities in the Republic of Armenia.

3. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant resolutions, regulations and rules of the United Nations.

Article 7

Facilities for the Implementation of World Food Programme Operations

1. The Government shall take any measure which may be necessary to exempt World Food Programme officials, experts on mission and other persons performing services on behalf of the World Food Programme from regulations or other legal provisions which may interfere with operations and projects carried out under this agreement.

2. The Government shall assist the World Food Programme in finding appropriate office premises as required.

3. The Government shall, as mutually agreed, cover all or part of the costs for office premises and local services used by the World Food Programme in the execution of its activities in the Republic of Armenia.

4. The Government shall ensure that the office premises used by the World Food Programme are, at all times, supplied with the necessary public services and that such public services are supplied on terms envisaged for diplomatic representations.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises, assets and personnel of the World Food Programme.

6. The Government will, as necessary, help in locating of suitable housing; accommodation for internationally recruited staff and other persons carrying out duties on behalf of the World Food Programme.

Article 8

Telecommunications

1. The World Food Programme shall enjoy for its official communications and telecommunications treatment no less favorable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental and international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephones, telegraph, telex, radio and other communications.

2. The Government will provide licenses and frequencies required to maintain 24 hour-a-day seven-days-a-week wireless communications with its operational units, wherever situated.

3. The Government will afford the World Food Programme the right to import, all necessary communications equipment free of customs delay, confiscation or taxation.

4. The Government will afford the World Food Programme the right to install and operate the above equipment from its offices and vehicles, and that hand-carried by staff.

5. The Government shall secure the inviolability of the official communications and correspondence of the World Food Programme and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

6. The World Food Programme shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

7. The Government shall grant the World Food Programme all necessary permits and licenses for the importation of the supplies, equipment and other materials under the present Agreement and shall ensure that all such supplies, equipment and materials may be imported without undue delay or restriction.

Article 9

Privileges and Immunities

1. The Government shall afford to officials and consultants of the World Food Programme and to other persons performing services on behalf of the World Food Programme such facilities as are afforded to those of the United Nations and its Specialized Agencies.

2. Persons recruited locally and assigned to perform services for the World Food Programme shall enjoy immunity from the legal process in respect of acts performed by them in their official capacity.

3. The Government shall apply the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies to the World Food Programme, its property, funds and assets and to its officials and consultants.

4. The Government shall be responsible for dealing with any claims, which may be brought by third parties against the World Food Programme or against its officials or consultants or other persons performing services on behalf of the World Food Programme under this Agreement and shall hold the World Food Programme and the above-mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the World Food Programme that such claims or liabilities arise from the gross negligence or willful misconduct of such persons.

5. No direct taxes, value added tax, fees, tolls or duties shall be levied on the supplies, equipment or other materials intended for operations covered by this Basic Agreement.

Article 10 Waiver of Immunity

Privileges and immunities are granted to the World Food Programme personnel in the interests of the United Nations and the World Food Programme and not for the personal benefit of the individuals concerned. The WFP Executive Director shall waive the immunity of any World Food Programme personnel in any case where, in her/his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and the World Food Programme.

Article 11 Settlement of Disputes

Any dispute between the Government and the World Food Programme arising out of or relating to this Agreement, Plan of Operations or Letter of Understanding, which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. The arbitration shall be held in a place outside the recipient country, agreed upon between the Parties. Each party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. Should the arbitrators fail to agree upon an award they shall immediately appoint an umpire. In the event that within thirty days of the request for arbitration either party has not appointed an arbitrator, or that the arbitrators appointed fail to agree on an award and on the appointment of an umpire, either party may request the President of the International Court of Justice to appoint an arbitrator or an umpire, as the case may be. The expenses of arbitration shall be borne by the Parties as laid down in the arbitral award. The arbitral award shall be accepted by the Parties as the final **adjudication** of the dispute.

Article 12

Concluding Provisions

1. This Agreement may be modified by written agreement between the parties hereto stated in a separate protocol, which will enter into force in accordance with Section 4 of this Article.

2. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.

Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfillment or termination of all Plans of Operation or Letters of Understanding entered into by virtue of this Basic Agreement.

3. The obligations assumed by the Government under Article 5 hereof shall survive the termination of this Agreement under the foregoing Section 2, to the extent necessary to permit orderly withdrawal of the property, funds and assets of the World Food Programme and the officials and other person; performing services on behalf of the World Food Programme by virtue of **this** Agreement.

4. This Agreement shall take effect after the Government notifies the World Food Programme that all internal procedures necessary for the entry into force of international treaties have been fulfilled.

In witness whereof the undersigned, being duly appointed representatives of the United Nations World Food Programme and the Government of the Republic of Armenia, respectively, have on behalf of the Parties signed this Agreement in the Armenian and English languages, both texts being equally authentic.

Done in Yerevan this 9th day of June 2000.

The Agreement has entered into force on 28 September, 2001