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du 1er avril 1949 au 13 avril 1949

N° 158

No. 158

**UNITED NATIONS
and
UNITED NATIONS RELIEF AND REHABILITATION
ADMINISTRATION**

**Agreement concerning the transfer to the United Nations of
the residual assets and activities of the United Nations
Relief and Rehabilitation Administration. Signed on
27 September 1948**

English official text. The filing and recording took place on 1 April 1949.

**ORGANISATION DES NATIONS UNIES
et
ADMINISTRATION DES NATIONS UNIES POUR LES
SECOURS ET LA RECONSTRUCTION**

**Accord concernant le transfert à l'Organisation des Nations
Unies du reliquat des avoirs et des activités de l'Adminis-
tration des Nations Unies pour les secours et la recons-
truction. Signé le 27 septembre 1948**

*Texte officiel anglais. Le classement et l'inscription au répertoire ont eu lieu le
1er avril 1949.*

No. 158. AGREEMENT¹ BETWEEN UNRRA (UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION) AND THE UNITED NATIONS CONCERNING THE TRANSFER TO THE UNITED NATIONS OF THE RESIDUAL ASSETS AND ACTIVITIES OF THE UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION. SIGNED ON 27 SEPTEMBER 1948

Whereas the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA), having completed the operational phase of its activities, desires to transfer certain activities to the United Nations, bring its accounting operations to a close, liquidate its assets and donate its residual net assets to the United Nations for the account of the United Nations International Children's Emergency Fund (hereinafter referred to as ICEF); and

Whereas the United Nations is willing to undertake certain functions and responsibilities to be transferred to it by UNRRA as specified in this agreement; and

Whereas UNRRA has proposed the following plan for liquidation and finalization of its accounts:

Phase I

1. UNRRA will officially close its accounts and publish its audited financial reports as of 30 September 1948 or the earliest practicable date thereafter. Prior to that date, UNRRA will have reduced its transactions to a minimum by virtue of having completed all operations except those relating to the closure of its accounts and those relating to certain projects which by their nature must be continued beyond that date.

This last category is composed of the following:

- (a) The completion and publication of the history of UNRRA;
- (b) The processing of the UNRRA records for archival purposes and their maintenance as public records;
- (c) The pursuing, for purposes of collection, of numerous accounts receivable arising out of the operation of UNRRA;

¹ Came into force on 24 September 1948, in accordance with paragraph 7, part V.

(d) The payment of certain claims which may not have reached a point of settlement.

2. UNRRA plans to place itself in a position to close its books with respect to the history project and the archives by transferring as of 1 September 1948, or the earliest date thereafter, funds and personnel to the United Nations, which will then undertake to provide the necessary facilities and perform the functions required to assure the completion of the projects.

3. Prior to 30 September 1948, UNRRA will assign to the United Nations for the accounts of ICEF those claims and accounts receivable, the collection of which is not contemplated within phase II.

4. In addition, there are certain liabilities for which provision must be made. However, these liabilities will for the most part be disposed of during phase I or phase II by being either paid in full or covered by the purchase and prepayment of insurance, bonds or annuities, or, in some instances, by the assumption of the liability by a Government, so that only a small residue of outstanding matters will remain to be settled during phase III.

5. After the close of its accounts and during the period of its liquidation, the operations of UNRRA will be under the direction of the Administrator for Liquidation.

Phase II

6. The Administrator for Liquidation of UNRRA will, from the date of closure of the UNRRA accounts (in accordance with paragraph 1 above) until 31 December 1948, strive to reduce to cash all assets, including any then outstanding accounts receivable not assigned during phase I, and to discharge all known unliquidated liabilities. If more time is necessary to reduce open items to a non-active group, this period will be extended but not beyond a date which can reasonably be expected to allow sufficient time for the liquidation accounts to be closed and fully audited by the United Nations by 31 March 1949.

7. The Administrator for Liquidation will, from the date of the closure of the UNRRA accounts, maintain a set of books into which will be taken outstanding assets and liabilities by specific transfer from the books of UNRRA. These liquidation accounts will record the collection of receivables and the payment of liabilities. They will also record the sale of residual properties and any transfer of surplus directed by the UNRRA Central Committee.

8. During this phase, the United Nations will arrange for the external audit of the liquidation accounts.

Phase III

9. At the end of the liquidation period, the Administrator for Liquidation, with the authority of the UNRRA Central Committee, will turn over to the United Nations the books of account and all residual assets, including sufficient cash so that the net assets will cover every known claim, disputed item, matter in litigation or other sources of liability or expense, actual, contingent or latent, if any there be. The Administrator for Liquidation may transfer to the United Nations such personnel as may be required to complete work on the liquidation accounts by 31 March 1949. The United Nations will complete the audit and, at the appropriate time, close the accounts and accept the residual assets for the account of ICEF. The liquidation books of account will be maintained in Washington until closed. The United Nations will, after the audit of the accounts, arrange for their incorporation in the UNRRA archives.

UNRRA and the United Nations have therefore agreed as follows:

PART I

Residual accounting

1. *Phase I*

The United Nations assumes no responsibility for the accounts of UNRRA which are to be closed and stated as of 30 September 1948, or the earliest practicable date thereafter. Included in these accounts will be the estimated expenses of the liquidation and the necessary transfers of net assets to pay for them.

2. *Phase II*

(a) During phase II, the accounting procedure and the internal audit of the accounts of the Administrator for Liquidation, will so far as practicable be co-ordinated with the accounting procedure and the internal audit procedure of the United Nations.

(b) In order to facilitate the ultimate absorption of any residual items at the expiration of the liquidation period, the United Nations will arrange for the external audit of the accounts of the Administrator for Liquidation.

(c) The Administrator for Liquidation will, in accordance with the directions of the UNRRA Central Committee, disburse, before closing his books, such residual amounts as may be determined to constitute a surplus.

3. Phase III

(a) At the end of the liquidation period and upon certification of the liquidation accounts, the books and accounts of the Administrator for Liquidation will be transferred to the United Nations, whereupon the United Nations will assume the ministerial functions concerned with the bookkeeping for the residual assets and liabilities which remain on the books of the Administrator for Liquidation.

(b) The date on which the liquidation period ends will be determined by agreement between the Secretary-General of the United Nations and the Administrator for Liquidation, with the approval of the UNRRA Central Committee, but will be such as to permit the books of the Administrator for Liquidation to be closed and externally audited prior to 31 March 1949.

(c) At the termination of the liquidation period, the Administrator for Liquidation will transfer to the United Nations such personnel (if any) as may be required to complete work on the liquidation accounts by 31 March 1949, together with sufficient funds to meet all the costs involved, including the costs of the auditing (both internal and external) of such accounts by 31 March 1949.

(d) UNRRA will by legal, administrative and accounting measures take all practicable steps to ensure that no liability will accrue to the United Nations by reason of the transfer of its accounts. However, any expense involved in performing the bookkeeping functions after transfer of the books of the Administrator for Liquidation to the United Nations (which expenses are expected to be negligible) will be borne by the United Nations.

(e) In the event the accounts of the Administrator for Liquidation, at the time they are transferred to the United Nations, reflect liabilities in the form of unsettled or contingent claims against UNRRA (which is not now expected), the net assets transferred shall be sufficient to discharge such liabilities as they mature. The cash transferred will include a sufficient reserve to allow for the non-collection of any assets.

(f) On the United Nations being satisfied that no further liabilities exist, it will close its UNRRA accounts and accept for the account of ICEF any surplus

which may remain. The United Nations shall settle claims against UNRRA recorded in the accounts of the Administrator for Liquidation. If other claims are presented to the United Nations, it may at its discretion pay all or part of any such claim, provided that:

(i) All claims recorded in the accounts have been settled or a sufficient reserve set aside for that purpose;

(ii) UNRRA has not theretofore settled or specifically rejected the claim; and

(iii) The United Nations finds that a material injustice would result if payment were denied.

In no circumstances will the United Nations be liable for the payment of any claims in an amount in excess of the assets received by it from the Administrator for Liquidation for the purpose of meeting such claims.

(g) Before accepting any such surplus under sub-paragraph (f) above for the account of ICEF, the United Nations may meet out of such surplus any expenses which, owing to unforeseen circumstances, it may have incurred under parts II and III of this agreement in excess of the amounts transferred under those parts.

PART II

History project

1. Subject to the provisions of part V, paragraph 7 below, UNRRA will transfer to the United Nations the sum of \$119,350 in appropriate currencies, which is calculated as being sufficient for the completion, publication and distribution of the UNRRA history as from 1 September 1948. The components of the above sum are estimated as follows:

	<i>Dollars (U. S.)</i>
(a) Publication expenses	15,000
(b) Publication supervision	8,000
(c) Personnel expenses (including provident fund, payments of terminal emoluments, repatriation)	95,350
(d) Special expenses (such as travel, postage, preparation of charts, drafts, etc.)	1,000
	TOTAL 119,350

2. The United Nations, as from the effective date of this agreement, will assume administrative supervision of the personnel engaged in the completion

and publication of the UNRRA history and will have the administrative authority necessary to ensure completion prior to 31 March 1949 of all work other than that incident to publication.

3. The transfer of funds by UNRRA and the assumption of administrative supervision by the United Nations will be in accord with the following provisions:

(a) *Form, content and text of the history*

(i) The history is to be prepared substantially in the form outlined in the directive of the Director-General of UNRRA, addressed to the Chief Historian and dated 10 November 1947 (appendix I).

(ii) The Chief Historian will be responsible for the form, content and text of the history, and the Secretary-General will have no authority or responsibility in regard to any statements contained therein.

(b) *Publication operations*

(i) The UNRRA history will be published on behalf of UNRRA by an established and recognized publisher, and appropriate steps will be taken to arrange for distribution on the market through normal channels.

(ii) The Chief Historian will negotiate the publication contract, which, however, will be subject to the final approval of the Secretary-General.

(iii) The Chief Historian will, subject to the approval of the Secretary-General, designate the individual or individuals to supervise the publication of the history. The funds established in paragraph 1 (b) above are to be used to cover the cost of proof-reading, indexing, mailing and other expenses in connexion with the publication of the history, and to compensate the individuals appointed by the Chief Historian for this purpose at a rate established by the Chief Historian, subject to the confirmation of the Secretary-General.

(c) *Copyright, translation and distribution*

(i) UNRRA will assign to the United Nations all its right, title and interest in the material and manuscripts to be incorporated in the UNRRA history and all rights of publication. The United Nations will by copyright or other appropriate measure protect its rights of publication to the extent possible.

(ii) In general, the United Nations will follow the policy of encouraging new editions and translations of the UNRRA history, under appropriate circumstances.

(iii) Apart from such free sets as may be distributed for review and other similar normal purposes connected with publication, not more than 200 sets of the UNRRA history will be distributed free in accordance with the list to be prepared by the Chief Historian. This list will provide the distribution of one to three sets to each member nation of UNRRA; of sets to members of the History Office; and of sets to a small selected list of senior UNRRA officials. The sets destined for the member governments of UNRRA will be delivered to their representatives in Washington, D. C., United States of America.

(d) *Administration*

(i) The completion and publication of the UNRRA history will be conducted under the direction of the Chief Historian.

(ii) In the event of death, resignation, or removal for cause of the Chief Historian before the completion of the project, the Secretary-General will appoint a successor. Subject to UNRRA personnel regulations and availability of funds, the administration and supervision (including the termination) of other members of the staff will rest with the Chief Historian subject to the overriding authority of the Secretary-General.

(iii) The Secretary-General will have full authority to control all expenditure for personnel and other services so as to ensure the completion, publication and distribution of the UNRRA history within the funds transferred for those purposes.

(iv) The United Nations will provide the Chief Historian and his staff with all necessary fiscal services and will, at monthly intervals, inform the Chief Historian of the status of the budget summarized in paragraph 1 above.

(v) The Administrator for Liquidation will provide the history staff with office space in Washington and essential office services (telephone, light, stationery, etc.) through the liquidation period; the United Nations will provide such facilities and services thereafter through 31 March 1949 from funds transferred by the Administrator for Liquidation as provided for in part III. The cost of such space and services will not be charged against the funds mentioned in paragraph 1 above.

(vi) The Chief Historian will have access to all UNRRA records and archives.

(e) *Disposition of funds*

Unused portions of the funds mentioned in paragraph 1 above, and net proceeds from the sale of the UNRRA history will be transferred by the United Nations to the account of ICEF.

(f) *Liability of the United Nations*

In the performance of functions undertaken with regard to the completion, publication and distribution of the UNRRA history, the United Nations will not, under any circumstances, be liable for the expenditure of any amounts in excess of the sums transferred to it by UNRRA for the purposes indicated in this part.

PART III

Transfer of UNRRA records and archives

1. In accordance with the provisions of this part, UNRRA will transfer to the United Nations sufficient funds to enable UNRRA records and archives to be placed in a proper condition for preservation for future use in accordance with the general agreement previously reached and recorded in letters from the Director-General of UNRRA, dated 26 January 1948, and the Acting Secretary-General of the United Nations, dated 2 February 1948 (attached as appendix II) and will transfer to the United Nations custody of UNRRA's records and archives subject to the provisions of this part, save that those retained by UNRRA for use during the liquidation period will be transferred to the United Nations at such subsequent date as the UNRRA Administrator for Liquidation may determine.

2. As from the effective date of this agreement, the United Nations will assume responsibility for the supervision and administration of the UNRRA personnel engaged on this work, and will also assume custody of UNRRA's records and archives, subject to the provisions of this part.

3. The United Nations will complete work on the UNRRA records and archives in accordance with whichever of the two alternative plans (set out in paragraphs 4 and 5 below) may be accepted by the UNRRA Central Committee.

4. *Plan A*

(a) The United Nations will assume complete responsibility for custody and administration of the UNRRA records and archives as from the effective

date of this agreement, and will also assume financial responsibility for their custody and maintenance after 31 December 1949.

(b) UNRRA records and archives will be maintained and administered by the United Nations on an active basis for as long as the Secretary-General will deem it appropriate.

(c) Subject to the provisions of part V, paragraph 7 below, UNRRA will transfer to the United Nations the sum of \$155,000, which, it is agreed, represents sufficient funds to cover the following expenditures to be incurred in the performance of the functions under this part as from 1 September 1948:

(i) The salaries of the necessary staff to service the UNRRA records and archives (including their previously accrued terminal emoluments). It is agreed that the funds are sufficient to pay the salaries of sufficient staff to complete the assembly and placing of the records and archives in a proper condition for permanent preservation and for their maintenance and operation as may be agreed in accordance with the immediately following. It will be for the UNRRA Records Administrator and the Secretary-General to agree on the detailed arrangements for retention of staff for this purpose;

(ii) The cost of eventual shipment of the UNRRA records and archives to the United Nations in New York; and

(iii) The cost of the rent, utilities and maintenance of the building in Washington, D. C., presently housing the archives and records (hereinafter referred to as the Champlain Street building) from 31 March 1949 up to 31 December 1949, together with the cost of administrative facilities and services for the same period.

5. *Plan B*

(a) The United Nations will assume complete responsibility for custody and administration of the UNRRA records and archives as from the effective date of this agreement. The present staff will be retained until the records are prepared for shipment to New York, in order that as much work as possible may be done towards placing the UNRRA records and archives in proper condition for permanent preservation.

(b) The United Nations will arrange to ship the UNRRA records and archives to New York and place them in storage on or before 31 March 1949. The disposition of the UNRRA records and archives after that date will be left

to the discretion of the Secretary-General. The United Nations will arrange for the work of the UNRRA records and archives staff provided for in paragraph 5 (a) above to cease in sufficient time to enable the records to be prepared for shipment on or before 31 March 1949.

(c) Subject to the provisions of part V, paragraph 7 below, UNRRA will transfer to the United Nations the sum of \$113,500, which, it is agreed, represents sufficient funds to cover the following expenditures to be incurred in the performance of the functions under this part as from 1 September 1948:

(i) Salaries of the necessary staff to service the UNRRA records and archives (including their previously accrued terminal emoluments) up to 31 March 1949; and

(ii) The cost of eventual shipment of the UNRRA records and archives to the United Nations in New York.

6. (a) The Administrator for Liquidation will meet the costs of the rent, utilities and maintenance of the Champlain Street building through the liquidation period and, at the termination of the liquidation period, will transfer to the United Nations sufficient funds to meet all such costs through 31 March 1949.

(b) The Administrator for Liquidation will provide administrative facilities and services (other than personnel and fiscal services) for the UNRRA records and archives staff through the liquidation period and, at the termination of the liquidation period, will transfer to the United Nations sufficient funds to meet the cost of such facilities and services through 31 March 1949.

(c) From the termination of the liquidation period through 31 March 1949, the United Nations will meet the costs of the rent, utilities and maintenance of the Champlain Street building and the cost of the facilities and services referred to in sub-paragraph (b) above, and will bear such costs out of the funds transferred by the Administrator for Liquidation under sub-paragraphs (a) and (b) above.

7. The United Nations will ensure that the UNRRA archives and records transferred in accordance with this part will be used only in accordance with the conditions specified in the *aide-mémoire* attached to the letter from the Director-General of UNRRA dated 26 January 1948 referred to in paragraph 1, and attached as appendix II.

8. The UNRRA records and archives staff transferred in accordance with this part will continue to service the remaining staff of the Administrator for Liquidation by providing records needed for current work, and will incorporate in the UNRRA archives and records the operating files and records retained by the Administrator for Liquidation as he releases them. The UNRRA records and archives staff will continue to co-operate with the staff of the Administrator for Liquidation in the distribution of UNRRA documents and information material.

9. In the event of the death, resignation or removal for cause of the UNRRA Records Administrator, the Secretary-General of the United Nations will appoint a successor. Subject to UNRRA personnel regulations and availability of funds and subject to the overriding authority of the Secretary-General, the administration and supervision (including the termination) of other members of the UNRRA records and archives staff will rest with the UNRRA Records Administrator.

10. The United Nations will provide the UNRRA Records Administrator and his staff with all necessary fiscal, personnel and administrative services not otherwise provided for and will, at monthly intervals, inform him of the status of the funds transferred in accordance with this part.

11. Save as expressly provided in this part and in part V, the UNRRA Records Administrator will be subject to the full technical and administrative supervision of the Secretary-General.

12. The personnel records of individual UNRRA employees not retained on the staff of the Administrator for Liquidation will be transferred by UNRRA to the United Nations in New York on or before 31 December 1948. The personnel records retained shall be transferred to the United Nations by the Administrator for Liquidation at such time as he may determine. The United Nations will, from the date on which such records are transferred, assume full responsibility for custody and administration of these records and for answering inquiries concerning personnel formerly employed by UNRRA. The special conditions attaching to the retention, administration, use and location of these records will be separately agreed.

13. In the performance of the functions undertaken with regard to the UNRRA archives and records, the United Nations will not, except as specifically

provided in this part, be liable for the expenditure of any amounts in excess of the sums transferred to it by UNRRA for the purposes indicated in this part.

14. Unused portions of the funds transferred under this part will be transferred by the United Nations to the account of ICEF.

PART IV

Assignment of UNRRA claims

1. During September 1948 and at various times thereafter during the period of liquidation, UNRRA, with the approval of the UNRRA Central Committee, will assign to the United Nations for the account of ICEF certain of its accounts receivable consisting of marine claims and will transfer to ICEF all working files relating thereto, and shall thereupon release for employment by ICEF on its own account such of its personnel as may be required or designed by ICEF to manage those claims. In addition, UNRRA will assign to the United Nations for the account of ICEF all contracts entered into by UNRRA with auditors and traffic analysts for the auditing and analysis of shipping or other transportation bills for the purpose of discovering, processing and collecting on a contingent fee basis, claims arising out of such bills and will assign to the United Nations for the account of ICEF all its rights with respect to those bills, including without limitation the right to recover any overcharges discovered.

2. The United Nations shall accept the accounts receivable assigned by UNRRA to it under paragraph 1 above for the account of ICEF, and shall take such steps as may be considered desirable for the collection of such claims. These claims shall be accepted by the United Nations for the account of ICEF, subject to all liens for fees and expenses of collection as exist or may later accrue with respect thereto in favour of attorneys to whom UNRRA has referred or may prior to assignment refer the accounts for collection.

3. The net proceeds derived from the assignment of these claims are to be used for the normal operations of ICEF. In addition, the administrative expenses for handling these claims incurred by ICEF may be met out of any funds derived from any such assignments.

PART V

*General provisions*1. *Personnel*

(a) Personnel transferred by UNRRA to the United Nations to be engaged in the preparation of the history of UNRRA or in the processing and maintenance of the records and archives of UNRRA, together with the personnel, if any, transferred by the Administrator for Liquidation to the United Nations at the time the latter accepts the transfer of the accounts, will be paid and administered in accord with regulations established by UNRRA. UNRRA will, prior to the time the United Nations assumes responsibility with respect to these employees, furnish to the United Nations a compilation of the regulations applicable to them. The Administrator for Liquidation will interpret these regulations upon request by the United Nations. In all other respects, United Nations administrative and personnel regulations will be applied to personnel transferred from UNRRA to the United Nations.

(b) At the time of the transfer of personnel to the United Nations, UNRRA will provide the United Nations with a complete schedule of the personnel transferred, giving full particulars of their salary, terminal payments, accrued leave, applicable regulations and any other particulars which may be required to enable the United Nations to carry out the necessary administrative and fiscal functions.

2. *Building*

(a) From the date of transfer of funds by the Administrator for Liquidation for that purpose, in accordance with part III, the United Nations will meet all costs arising out of the occupation of the Champlain Street building and will, in accordance with whether plan A or plan B, referred to in part III is adopted, either:

(i) Take over the lease of the Champlain Street building as from 1 April 1949; or

(ii) Vacate the building prior to 31 March 1949 and provide adequate space for the dead storage of all UNRRA records and archives after that date.

(b) If plan A, referred to in part III, is adopted, the United Nations may after termination of the liquidation period make use, for its own purposes, of

any space in the Champlain Street building not required for the work contemplated under parts II and III of this agreement.

(c) When the accounts of the Administrator for Liquidation are transferred to the United Nations, in accordance with part I of this agreement, all remaining administrative property belonging to UNRRA will be transferred to the United Nations, which may dispose of or retain such supplies and equipment for its own use.

3. *United Nations responsibilities*

Nothing in this agreement shall be construed or have effect as imposing upon the United Nations any obligation or responsibility not specifically set out in this agreement.

4. *Appendices*

The various appendices referred to and attached to this agreement shall constitute and be read as part of this agreement.

5. *Successor to ICEF*

If ICEF has ceased to operate at the time when any of the transfers of assets provided for in this agreement take place or at the time of the maturing of such assets, such assets shall be transferred to, or used for the benefit of, such other agency or agencies as the UNRRA Central Committee may designate in advance. If the UNRRA Central Committee fails to designate another agency or if the agency designated by the UNRRA Central Committee shall have ceased to operate, the Secretary-General of the United Nations shall designate the agency best suited for carrying forward the objectives for which UNRRA receives contributions from its members.

6. *Director-General: Administrator for Liquidation*

Whenever this agreement places functions or responsibilities on the Administrator for Liquidation those functions may be performed and those responsibilities discharged by the Director-General of UNRRA.

7. *Effective date*

This agreement shall be effective as of the date of its approval by the UNRRA Central Committee.¹ The amounts to be transferred to the United Nations under parts II and III of this agreement as from 1 September 1948 shall be subject to adjustment by the deduction therefrom of any amounts expended by UNRRA between 1 September 1948 and the date on which this

¹ Approved by the UNRRA Central Committee on 24 September 1948.

agreement becomes effective in the performance of the functions to be transferred to the United Nations under this agreement.

8. *Approval by the General Assembly of the United Nations*

This agreement is subject to approval by the United Nations General Assembly.¹ In the event the United Nations General Assembly fails to approve this agreement, the United Nations shall provide to UNRRA an accounting for the sums used hereunder, and shall return to UNRRA the unspent balance.

DONE this 27th day of September 1948

For the United Nations:

(Signed) Byron PRICE
Assistant Secretary-General

For the United Nations Relief and Rehabilitation
administration:

(Signed) Lowell W. ROOKS
Director-General

APPENDIX I

CONTENT PLAN FOR THE HISTORY OF UNRRA

A

MEMORANDUM TO MR. GEORGE WOODBRIDGE, CHIEF HISTORIAN, FROM
LOWELL W. ROOKS, DIRECTOR-GENERAL

10 November 1947

Subject: Content plan for the history of UNRRA

The content plan for the history of UNRRA which you submitted has been carefully reviewed in this office and also by other interested persons throughout the Administration. This memorandum constitutes my approval of this content plan.

You are directed to proceed with the preparation of the UNRRA history along the lines indicated in your memorandum of 31 October which is incorporated into this directive. You should not depart from the approved plan except in minor respects without a formal modification from the Director-General of this instruction.

¹ Approved by the General Assembly of the United Nations on 18 November 1948 (resolution 241 (III)).

B

MEMORANDUM TO LOWELL W. ROOKS, DIRECTOR-GENERAL FROM
GEORGE WOODBRIDGE, CHIEF HISTORIAN

31 October 1947

Subject: Content plan for the history of UNRRA

I am submitting herewith the content plan for the official history of UNRRA. It has been discussed with the executive staff of the Administration and has received their approval. I shall now welcome your criticism and judgment.

The plan is founded on the following six assumptions, which I believe the Administration has accepted. These assumptions naturally impose definite limits on the history which must be considered in connexion with the plan.

1. *Purpose*

The history will aim to show what UNRRA was, how it operated, and what it accomplished, in a style which will interest an intelligent public. It will be neither a broadly popular nor a highly technical work.

2. *Size*

The completed history will include two volumes containing approximately 1,000 total pages of text, and one volume of about 500 pages of documents and statistics.

This makes it essential for the historians to concentrate upon matters important to an international organization and to omit matters common to any organization, national, private or otherwise. We shall also find it necessary to concentrate upon the significant and the typical at the expense of the unimportant and the odd. Thus we shall cover only the vital and by no means all aspects of operations, whether at headquarters, receiving countries or elsewhere.

3. *Scope*

The history, while recognizing that UNRRA did not exist in a vacuum, will nevertheless be a history of UNRRA and not a history of internationalism in general nor a history of the foreign relief policies of the independent nations.

Thus, the analysis of the policies and reasons for action of member Governments will have to be excluded. For example, the history should both record and explain the UNRRA policy in respect to different classes of employees and different national salaries. On the other hand, it should record but should not explain why the United States Government decided there should be no third contribution, other

than recording the official explanation given by the United States representatives to the Council.

4. *Form*

The history will be an integrated whole, not a collection of separate monographs on different aspects of UNRRA.

This means that each subject and aspect must be treated in its relation to the whole and with due regard to the significance of other aspects of the Administration, and that the treatment of each individual aspect will be subordinated to an overall pattern.

5. *Quality*

The history, so far as is humanly possible, shall be objective, documented and complete within the limits of the topics covered, and so prepared that, while readable and interesting, it will be accepted as the chief reference work on UNRRA.

The attempt at sound scholarship, however, is not intended to negate the human appeal of the UNRRA story. Thus, the influence of personalities, when important, will be discussed and neither the weakness nor the strength of major phases of the operation will be minimized. To make the work vivid, the text will be illustrated with photographs, pictographs, charts, etc.

6. *Documentation*

The history will be based exclusively (except in the section dealing with origins) on UNRRA sources and the public documents of member Governments.

Since the historians will have access to all the papers of the Administration and to more of its officers than any writers of the future, the history can thus hope to attain completeness within the range of the subjects selected.

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

VOLUME I

UNRRA. The organization

Introduction.

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- (a) Devastation and resistance;
- (b) Conflicts and experiments;

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- (d) Atlantic City and UNRRA.
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 - 3. Contributions:
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 - 4. Structure:
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 - (b) The Central Committee;
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 - (d) The Office of Director-General;
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 - (f) Regional and area offices;
 - (g) Procurement and administrative offices;
 - (h) Missions;
 - (i) Changing patterns and relationships.
 - 5. Administration:
 - (a) Personnel;
 - (i) Classes, grades and salaries,
 - (ii) Conditions of employment and services,
 - (iii) Recruitment,
 - (iv) Training;
 - (b) Voluntary agencies;
 - (c) Organization and management;
 - (d) Communications and travel;
 - (e) Public relations;
 - (f) Reports and analysis;
 - (g) Run-down and successor organizations.
 - 6. Finance and accounts:
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 - (b) Control of expenditure;
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VOLUME II

UNRRA. Operations

II. Relief and rehabilitation

- 1. The supply operation:
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 - (b) Procurement;
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 - (ii) National governments,

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 - (v) Voluntary agencies,
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 - (vii) Administrative relations;
- (b) Europe;
 - (i) The emergency relief programme,
 - (ii) Greece,
 - (iii) Yugoslavia,
 - (iv) Albania,
 - (v) Czechoslovakia,
 - (vi) Poland,
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- (a) Contributions;
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C

DIRECTIVE FOR THE HISTORIAN

1. *Delegation of authority*

Subject to the provisions of this directive and the exchange of letters between the Director-General and the Secretary-General of the United Nations, dated 26 January 1948 and 2 February 1948 respectively,¹ authority and responsibility for all aspects of the preparation, compilation, and completion of the UNRRA history is vested in the Chief Historian.

2. *Operations*

The History Office will operate in accordance with the provisions of the Operations Plan approved by the Director-General on 29 December 1947.

3. *Budget*

The History Office budget will be separately approved by the Director-General but will however, in the event of changed circumstances, be subject to adjustment by the Administrator for Liquidation in consultation with the Secretary-General of the United Nations.

4. *Limitations*

The Historian shall be responsible to the Secretary-General of the United Nations, for general adherence to the Historian's operations plan and budget, effective on the date of his functional transfer to the United Nations, and shall consult with and be guided by the Secretary-General in connexion with any significant departures from the operations plan and the budget.

¹ See appendix II.

5. *Content*

The history will be prepared in accordance with the content plan promulgated by the Director-General on 10 November 1947.

6. *Documents*

(a) The staff of the History Office will at all times have access to all UNRRA documents, including all documents of the committees, sub-committees, etc., that either were part of or were associated with the Administration;

(b) Subject to the limitations contained in the letters between the Director-General and the Secretary-General of the United Nations, dated 26 January 1948 and 2 February 1948 respectively, the Chief Historian is authorized to publish UNRRA documents as part of the history of UNRRA. Until the history has been completed, authorization of the publication of UNRRA documents may be granted only after consultation with the Chief Historian, except that the Administrator for Liquidation may publish the documents naturally relating to and growing out of the work under his direction.

7. *History Office Staff*

(a) UNRRA personnel regulations will apply to the staff of the History Office;

(b) Authority to determine, within the financial limits provided by the budget, how many people will be employed on the history staff, for how long they will be employed, and the length of the stages in which work is to be completed, subject to the operations plan, is vested in the Chief Historian;

(c) Within the limits prescribed in 3 and 7 (a) above, supervision of the staff of the History Office is vested in the Chief Historian.

8. *Publication*

(a) Publication contract. Authority to arrange for publication of the UNRRA history is vested in the Chief Historian save that the terms of the final contract with the publisher must be approved by the Secretary-General of the United Nations;

(b) Publication stage. Authority to make the initial selection of the individual to whom the contract to supervise publication will be made, in accordance with the approved operations plan of 29 December 1947, is vested in the Chief Historian.

9. *Procedure*

The general procedures and arrangements under which the Historian's work is to be carried forward shall be as outlined in the exchange of letters between the Director-General and the Secretary-General of the United Nations, dated 26 January 1948 and 2 February 1948 respectively, and as set forth in the Director-General's memorandum of 13 February 1948, concerning the services to be rendered by the Administration to the Historian.

APPENDIX II

TRANSFER TO THE UNITED NATIONS OF UNRRA ARCHIVES AND FILES: EXCHANGE OF CORRESPONDENCE

A

LETTER, DATED 26 JANUARY 1948, FROM THE DIRECTOR-GENERAL OF UNRRA TO THE SECRETARY-GENERAL OF THE UNITED NATIONS WITH AN "AIDE-MÉMOIRE" ON THE USE OF THE ARCHIVES TRANSFERRED TO THE ORGANIZATION

26 January 1948

Pursuant to Mr. Laugier's letter to Director-General La Guardia of 15 October 1946, Director-General La Guardia's letter to you of 1 November 1946, your reply of 24 December 1946, and my letter to you of 15 January 1947, our respective staffs have held discussions of the problem of transfer of UNRRA records and archives to the custody of the United Nations.

These discussions have culminated in a preliminary understanding as to the principles which will be applied by the United Nations in connexion with the safe-keeping of archives. The main objective in this respect is to ensure that UNRRA records will be freely available for authorized and proper use but that, at the same time, their use, inspection or publication will be subject to such restrictions as are necessary to discharge UNRRA's obligations to member Governments and to its staff.

Attached hereto is an *aide-mémoire* setting forth the conditions and restrictions under which it is contemplated that the UNRRA archives and records would be kept by the United Nations, it being understood that these restrictions and conditions would be enforced through the exercise by the United Nations of its control over archives in its possession and through the immunities and other rights and privileges which it possesses. Any archives and records not referred to in the *aide-mémoire* are to be considered unrestricted. It is proposed, subject to the approval of the UNRRA Central Committee, that UNRRA records and archives will be transferred to the United Nations for custody and safe-keeping, subject to those conditions and restrictions, at a future date to be agreed upon between the United Nations and the UNRRA Administrator for Liquidation. Prior to the transfer, the Administration will have organized, screened and established its files in proper form for permanent archives, including the segregation and identification of all records subject to restriction, to the maximum extent possible.

In order to permit the Administration to make the necessary plans, it would be appreciated if you would now formally confirm that the United Nations will be prepared to take over UNRRA archives and records at that time, and that the

United Nations will retain them on the understanding that inspection, publication or other use will be subject to the conditions and restrictions specified in the attached *aide-mémoire*.

I should like to take this opportunity to thank you for the very helpful co-operation which you and the members of your staff have shown in this matter.

(Signed) Lowell W. Rooks
Director-General

Aide-Mémoire

The archives of the types described below are subject to the restrictions indicated.

1. *Records relating to the Governments*

A. *Kind.* Documents, correspondence, or other papers concerning officials or representatives of member or recipient Governments, or reporting or discussing negotiations or arrangements with individual member or recipient Governments in regard to programmes or other matters which affect the interest of any such official, representative or Government in such a way as to render it questionable whether such papers should be made available for public inspection.

B. *Restriction.* For a period of twenty-five years following transfer to the United Nations, such records may not be generally published, without the consent of the Government or Governments concerned, but may be inspected or used:

(a) By an official of the United Nations or of any of its organs for purposes of official work;

(b) By the Government concerned, with the consent of any other Government concerned;

(c) By an official of any Government or inter-governmental agency whenever the Secretary-General determines that the particular inspection or use requested will involve no abuse or improper use of the information contained; or

(d) By any person authorized or directed to do so by an appropriate committee or organ of the United Nations;

(e) By any other person with the consent of the Government or Governments concerned.

Any documents, correspondence or other papers transmitted to the Administration by a member or recipient Government, or an official thereof, which has been marked by that Government or official as restricted shall be retained by the United Nations subject to that restriction and shall be made otherwise available only with the consent of the Government or Governments concerned.

2. *Records concerning personnel security investigations*

These records will be retained by the United Nations, for possible administrative use in connexion with applications of individual UNRRA employees for positions at the United Nations or elsewhere, for a period of two years, during which inspection will be authorized only with the consent of the employee concerned. After the expiration of two years, these records will be destroyed.

3. *Records dealing with internal UNRRA matters involving the investigation of UNRRA offices or individuals in connexion with the performance of their functions*

These records will be made available for inspection or use, for good cause, at the discretion of the Secretary-General, if he determines that the particular inspection or use requested will involve no abuse or improper use of the information contained. Furthermore, any document or other paper adversely reflecting or commenting on an individual employee of UNRRA against whom no action has been taken by UNRRA with respect to the matter referred to in the document, shall not be made available without the consent of the individual concerned.

B

LETTER, DATED 2 FEBRUARY 1948, FROM THE SECRETARY-GENERAL OF THE
UNITED NATIONS TO THE DIRECTOR-GENERAL OF UNRRA

2 February 1948

I write to acknowledge receipt of your letter of 26 January concerning the proposed transfer to the United Nations of the custody of UNRRA's records and archives.

I am glad to confirm that the United Nations Secretariat will be prepared to take over UNRRA's records and archives, at a date to be agreed upon between the Secretary-General and the UNRRA Administrator for Liquidation, and that the United Nations Secretariat will retain these records and archives on the understanding that inspection or publication or other use will be subject to the conditions and restrictions specified in the *aide-mémoire* attached to your letter.

I note that prior to the transfer, the UNRRA Administration will have organized, screened and established its files in proper form for permanent archives, including the segregation and identification of all records subject to restriction, to the maximum extent possible.

(Signed) Byron PRICE
Acting Secretary-General