

No. 818. (a) AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CONCERNING THE ACTIVITIES OF THE UNICEF IN CHINA. SIGNED AT NANKING, ON 21 MAY 1948

Official texts: English and Chinese.
Registered ex officio on 1 June 1950.

Article VII

The Fund and its personnel shall have the same privileges and immunities as have been granted by the Government to the United Nations and to the United Nations personnel.

DONE in duplicate, in the English and Chinese languages, both equally authentic, at Nanking, this twenty-first day of May, 1948.

KU CHENG KANG
For the Government of
the Republic of China

Dr. M. JUNOD
For the United Nations
International Children's
Emergency Fund

¹ Came into force on 21 May 1948, as from the date of signature, in accordance with article IX.

No. 818. (b) SUPPLEMENTARY AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF THE REPUBLIC OF CHINA RELATING TO THE PROCESSING OF RAW COTTON AND THE DISTRIBUTION OF COTTON CLOTH. SIGNED AT NANKING, ON 6 NOVEMBER 1948

Official text: English.

Registered ex officio on 1 June 1950.

WHEREAS the Government of the Republic of China (hereinafter referred to as the "Government") and the United Nations International Children's Emergency Fund (hereinafter referred to as "UNICEF") concluded an Agreement on 21 May 1948 for the development of a program of assistance in China to benefit the children, adolescents, pregnant and nursing mothers of China; and

WHEREAS the United Nations International Children's Emergency Fund in furtherance of the agreement of 21 May 1948 has procured quantities of raw cotton for processing into cotton cloth for free distribution and making of clothing; and

WHEREAS it is the mutual desire and purpose of the Government and UNICEF efficiently to arrange for the early and maximum conversion of the raw cotton into cotton cloth in order to provide the greatest quantity of cloth practicable for free distribution; and

WHEREAS the Government and UNICEF mutually desire to insure the proper performance by cotton mills engaged to process the raw cotton in accord with the purposes and terms of this Supplementary Agreement and the Agreement of 21 May 1948;

NOW THEREFORE, the Government and UNICEF do mutually agree as follows:

1. The Government and UNICEF shall jointly conclude agreements with such mills in China as the parties deem practicable for the purpose of having such mills furnish finished cloth of the quantities and specifications appended to this Agreement in exchange for raw cotton imported into China by UNICEF free of duty and without expense for clearance

¹ Came into force on 6 November 1948, by signature.

- through Customs. The Government and UNICEF undertake to implement the principle of obtaining, upon payment of the processing costs, the delivery of cotton cloth of the type and specifications fixed by them from the contracting mills to the maximum physical limits of the raw cotton procured by UNICEF and to obtain such cloth in advance of the transfer of raw cotton to the mills and subject to turning over agreed quantities of raw cotton owed the mills in consideration of the prior delivery of cotton cloth.
2. The local currency cost of processing raw cotton into finished cloth of the specifications established and the cost of storing, delivery, administering and all costs incidental to distributing cloth for garments shall be borne by the Government in accordance with Article II (G) of the Agreement of 21 May 1948.
 3. UNICEF agrees to deliver to the mills contracting for the advance of cotton cloth of the specifications established, quantities of American raw cotton equivalent to the amount of raw cotton contained and converted into the cotton cloth received in advance from the mills.
 4. The Government through MOSA and UNICEF shall jointly supervise and administer the fulfillment by the contracting mills of the agreements made by the mills in furtherance hereof. They shall establish as early as practicable such procedures and arrangements as will insure the proper and speedy fulfillment of the contracts with the mills in accordance with the standards and tests appended to this Agreement. All negotiations and operating schedules with the mills shall be jointly concurred and supervised by MOSA and UNICEF.
 5. In view of Article II (A) of the Agreement of 21 May 1948, UNICEF agrees to insure that title to the appropriate quantity of raw cotton will be transferred to the mills and delivery tendered promptly upon the fulfillment by the mills of its requirements and undertakings under this Agreement and the specific agreement made with the mill. To assure that the mill shall receive the cotton due it after delivery of cloth, UNICEF shall deposit in escrow with an acceptable bank, the bills of lading or negotiable godown documents subject to appropriate instruction to the bank in furtherance of this Agreement and the agreement with the mill. UNICEF will call the cotton forward as soon as a satisfactory agreement is concluded with the mills.

6. In order to assure the speedy and efficient distribution of cloth to the needy children, adolescents, pregnant and nursing mothers of China, MOSA and UNICEF shall develop immediately a jointly agreed plan of operation and distribution within the limits and capacity of each of the parties respectively to supervise the operation and distribution, provided that the areas in which operation and distribution are planned are comparatively stable. All cloth and incidental supplies derived for distribution shall be held in the joint custody of MOSA and UNICEF and shall be distributed according to the plans and procedures jointly concurred and signed by MOSA and UNICEF China Mission.

7. (a) To enable UNICEF effectively to discharge its responsibilities under this Agreement, the Agreement of 21 May 1948 and the basic policies of its Executive Board, the Government will among other things develop concurrently with UNICEF at least the following :
 1. The agencies and channels of distribution for the supplies furnished by UNICEF and the products or commodities obtained in relation thereto.
 2. The allocation of such supplies by areas.
 3. The facilities and methods for handling, moving, storing and distributing the supplies.

(b) Further to enable UNICEF effectively to discharge its responsibilities under this Agreement, the Agreement of 21 May 1948 and the basic policies of its Executive Board, the Government will see that UNICEF is kept fully informed regarding and at each stage of processing and distribution. The Government will further see that representatives of UNICEF are afforded opportunity of joint concurrence at each stage of processing and distribution.

(c) The Government will afford UNICEF opportunity for, and will co-operate with UNICEF in making public, information regarding deliveries and distributions.

(d) The Government and UNICEF agree to have all cloth properly marked with a design or emblem reading in Chinese and English :
" MOSA-UNICEF—A GIFT".

8. The Government will maintain records on all stages of the operation necessary to the discharge of UNICEF's responsibilities, and will consult and concur with UNICEF, at its request, with respect to the maintenance of such records.

DONE in duplicate, in the Chinese ¹ and English languages, both equally authentic, at Nanking, this sixth day of November 1948.

(Signed) M. JUNOD

UNICEF Chief of Mission in China

For the United Nations International Children's Emergency Fund

(Signed) KU CHENG KANG

Minister of Social Affairs

For the Government of the Republic of China

¹ This Agreement was drawn up only in English.