

No. 837. AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, WITH RESPECT TO MALTA, CONCERNING THE ACTIVITIES OF THE UNICEF IN MALTA. SIGNED AT LONDON, ON 10 FEBRUARY 1950

Official text : English.

Registered ex officio on 1 June 1950.

WHEREAS the General Assembly of the United Nations, by resolution 57, approved on 11 December 1946, created the International Children's Emergency Fund (hereinafter referred to as the Fund); and

WHEREAS the Maltese Government has requested the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers within its territory, and representatives of the Fund and of the Government of the United Kingdom of Great Britain and Northern Ireland have considered the need for such aid in Malta; and

WHEREAS the Fund's Executive Board has, on 4 November 1949, approved a programme of assistance for Malta,

NOW, THEREFORE, the Government of the United Kingdom and the Fund have agreed as follows :

Article I

MILK CONSERVATION PROGRAMME

A. The Fund will, within the limits of available resources and subject to the conditions set out below, furnish to the Maltese Government supplies and equipment to assist in the conservation of Malta's milk supplies and in the provision of safe milk for children, adolescents and expectant and nursing mothers in Malta.

B. The Government of the United Kingdom takes note that the Executive Board of the Fund has approved an allocation of \$100,000 (one hundred thousand dollars) in dollar equivalents for this purpose.

¹ Came into force retroactively as from 1 January 1950, in accordance with article XI.

C. The utilisation of this allocation will be subject, in so far as applicable, to the general policies approved by the Executive Board of the Fund on 3 February and 4 November 1949, which are attached hereto as Annex I. In particular the Fund will only furnish equipment of a type not produced in Malta. The Maltese Government will provide the largest possible share of the facilities required, including the necessary buildings, and local facilities for transportation, erection, installation and operation.

D. The general plan for the milk conservation equipment to be provided by the Fund is attached hereto as Annex II. The details for the application of that plan will be worked out between the Maltese Government and representatives of the Fund. Such representatives and any necessary technicians will be granted facilities to visit Malta for this purpose and for the purpose of supervising and inspecting the installation and operation of the equipment as and when considered necessary by the Fund.

E. If so requested by the Maltese Government the Fund will supply technical assistance for the training of specialised personnel for the management of the equipment.

F. Except as otherwise provided in this Agreement the Maltese Government shall not be obliged to pay for any of the equipment supplies and services furnished by the Fund under this Agreement.

Article II

EQUIPMENT

A. The Fund will retain title to the equipment which it furnishes until such time as the equipment has been installed and determined by the Fund to be in satisfactory working order, at which time title will be transferred to the Maltese Government or such agency as may be nominated by the Maltese Government for this purpose.

B. The equipment and services furnished by the Fund will be in addition to, and not in substitution for, any equipment and services for which the Maltese Government normally provides in its budget charges.

C. The Government of the United Kingdom agrees that the Fund may in its discretion cause such distinctive markings to be placed upon the equipment provided by the Fund as the Fund may deem necessary to indicate that it is intended for the aid and assistance of children and adolescents and expectant and nursing mothers under the auspices of the Fund.

Article III

MILK POLICY

A. The Maltese Government's plan for the utilisation of the equipment and for the distribution of milk is attached hereto as Annex III. The Fund agrees that this plan is a "sound general milk policy" as stipulated by the Executive Board.

B. The milk processed through the equipment supplied by the Fund will be distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status or political belief.

Article IV

ANTI-TUBERCULOSIS CAMPAIGN

The Executive Board of the Fund has approved the inclusion of Malta in the Anti-Tuberculosis Campaign conducted with the use of the vaccine known as B.C.G. (*Bacillus Calmette-Guerin*) by the Joint Enterprise, constituted by the Fund, the Danish Red Cross, the Swedish Red Cross and the Norwegian Relief for Europe; this will be subject to the conclusion of a separate agreement between the Government of the United Kingdom and the Joint Enterprise.

Article V

RECORDS AND REPORTS

A. The Maltese Government will maintain such accounting and statistical records on the use of supplies and equipment furnished by the Fund as may be necessary to discharge the Fund's responsibilities, and will consult with the Fund, at its request, with respect to the maintenance of such records; the Maltese Government will permit authorised representatives of the Fund to have access to those records.

B. The Maltese Government will furnish the Fund with such records, reports and information as to the operation of the approved plan as the Fund may find necessary to the discharge of its responsibilities.

*Article VI*RELATIONSHIP BETWEEN THE MALTESE GOVERNMENT
AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognised and understood by the Government of the United Kingdom and the Fund that, in order to carry out the terms of this Agreement, it will be necessary to establish a close and cordial relationship of

co-operation between representatives of the Maltese Government and the Fund respectively at the operating level. To this end it is agreed that the Fund will have the right to establish a resident Mission in Malta, should it so deem necessary; otherwise it will arrange for its duly authorised officers stationed in Italy, or such other experts and technicians as may be required, to be available for consultation and co-operation with the appropriate officials of the Maltese Government with respect to the implementation of this Agreement.

B. The Maltese Government will permit authorised officers of the Fund entire freedom to observe the use of the supplies and equipment furnished by the Fund, from time to time and from place to place, and to examine the processes and techniques of such use and make observations with respect thereto to the appropriate Maltese Government authorities.

C. The Maltese Government will make arrangements for and sustain the cost of all local operational and administrative expenses incurred by the Fund, including local expenditure of the Fund's personnel and of the contractor's erection staff. The Maltese Government will make available office accommodation and facilities to officials of the Fund, should the latter so request.

Article VII

IMMUNITY FROM TAXATION

A. The Fund, its assets, property, income and its operations and transactions of whatsoever nature, shall be immune from all taxes, fees, tolls or duties imposed by the Maltese Government or by any political subdivision thereof or by any other public authority in Malta. The Fund shall also be immune from liability for the collection or payment of any tax, fee, toll, or duty imposed by the Maltese Government or any political subdivision thereof or by any other public authority.

B. No tax, fee, toll, or duty shall be levied by the Maltese Government or any political subdivision thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not citizens of the United Kingdom and Colonies normally resident in Malta.

C. The Maltese Government will take such action as is necessary for the purpose of making effective the principles enunciated in A and B above. In addition, the Maltese Government will take whatever other action may be necessary to insure that equipment, supplies and services furnished by the Fund are not subjected to any tax, fee, toll, or duty in a manner which reduces the resources of the Fund.

Article VIII

PRIVILEGES AND IMMUNITIES

The Maltese Government will grant to the Fund and its personnel the appropriate privileges and immunities contained in the General Convention on Privileges and Immunities adopted by the General Assembly of the United Nations on 13 February 1946. The Maltese Government and the Fund will make the detailed arrangements necessary to give effect to the provisions of this article.

Article IX

PUBLIC INFORMATION

The Maltese Government will afford the Fund opportunity for, and will co-operate with the Fund in, making public information regarding the delivery and distribution of supplies and equipment by the Fund.

Article X

ADDITIONAL ASSISTANCE

In the event that the Fund at the request of the Maltese Government extends other assistance in Malta in addition to that provided for herein, such additional assistance shall be subject to the terms and conditions set forth in this Agreement.

Article XI

PERIOD OF AGREEMENT

A. This Agreement shall be considered as having come into force on 1 January 1950. It may be terminated by notice given by either party to the other at any time after the transfer of title to equipment in accordance with Article II A. Such notice shall take effect three months after its receipt.

B. In case of disagreement as to whether the terms of this Agreement are being complied with, the matter will be referred to the Programme Committee of the Executive Board of the Fund for appropriate action.

DONE in duplicate and signed at London this 10th day of February, 1950.

(Signed) William STRANG

For the Government of the
United Kingdom of Great Britain
and Northern Ireland,
with respect to Malta

(Signed) Dudley WARD

For the United Nations
International Children's
Emergency Fund

ANNEX I

GENERAL POLICIES APPROVED BY THE EXECUTIVE BOARD OF THE FUND
ON 8 FEBRUARY 1949

(UNITED NATIONS DOCUMENT E/1144 OF 18 FEBRUARY, 1949)

The Board agreed that the allotments made for the Milk Conservation Programme should be subject to the following conditions :

- (a) That they actually become effective when the administration feels it can assure the Programme Committee of a sound general milk policy on the part of the Government of the country assisted and, in particular, that
- (i) The objective of the distribution of equipment by UNICEF shall be the exclusive benefit of children, pregnant and nursing mothers.
 - (ii) The plans of operation shall incorporate provisions having as their objective the furnishing of the resulting milk products free of charge for the benefit of children and pregnant and nursing mothers.
 - (iii) A detailed plan of distribution guarantees as far as possible the continuation of the existing UNICEF milk feeding programmes.
- (b) That UNICEF will furnish only equipment of a type not now actually produced in the receiving country, the Government to provide the largest possible share of the facilities, including the entire cost of the buildings.
- (c) That as engineering plans proceed, and as long as the general purpose of the plan remains the same, some modifications in detail may be made. These modifications will be reported to the Programme Committee.
- (d) That equipment will be shipped to a given country only when there is complete assurance of the fulfilment of a given project. In general it will be the intention of the Administration to lay down at receiving port the UNICEF items actually required, between sixty and ninety days in advance of the time they are required.
- (e) That engineering services at the request of the Government and in agreement with the Administration, be foreseen and assured until each project is in complete and satisfactory operation. The cost of this service is to be additional to the \$2 million allocation.
- (f) That at this time only those projects should be undertaken which the Governments in recipient countries and UNICEF technicians have reasonable confidence can be completed by 1 July 1950.

DECISION OF THE EXECUTIVE BOARD ON 4 NOVEMBER 1949
(UNITED NATIONS DOCUMENT E/ICEF/136, PARAGRAPH 90)

The Executive Board decided to extend the deadline of 1 July 1950 (for the completion of milk machinery installation) for three months to 30 September 1950, for the countries for which allocations had been approved for the Milk Conservation Programme.

ANNEX II

GENERAL PLAN OF THE EQUIPMENT TO BE PROVIDED BY THE FUND

One short-time high-temperature Pasteurising plant to handle up to 10,000 gallons of milk per day.

This plant will consist of the following :

- (1) Milk weighing and reception equipment.
- (2) Raw milk pre-cooling and storage tankage.
- (3) Pasteurising equipment.
- (4) Pasteurised milk storage.
- (5) Bottle washers, filler and aluminium cappers complete with necessary conveyors.
- (6) Refrigeration plant.
- (7) Laboratory equipment.

ANNEX III

MILK POLICY

The policy of the Maltese Government with respect to milk for human consumption is as follows :

1. Taking into account that pasteurisation is an effective prevention of undulant fever, and in consideration of the aid granted by UNICEF for this purpose, the Maltese Government will accelerate its announced policy of requiring the pasteurisation and bottling of all milk sold for human consumption and will apply this policy throughout its territory within six months of the date of operation of the equipment specified in Annex II.

2. To the end of improving child health in Malta by the increased use of clean milk, especially through school feeding programmes, the Maltese Government will re-examine its presents programme of milk distribution in the light of the following factors :

- (a) The increased supplies of milk which will be available through the use of the new equipment;
- (b) The economies which will be possible by reason of increased plant capacity;
- (c) The relative costs in terms of food value of local milk and of various types and packs of imported milk, including both condensed and powdered milk;
- (d) The possibility of substituting skim milk powder and fats for whole milk in school feeding in accordance with the recommendation of the Joint Committee of the Food and Agricultural Organization and the World Health Organization Interim Commission, which is attached hereto as Annex IV.

3. The Maltese Government will take the necessary measures to ensure that its programme of free distribution of milk, which at present includes 9,000 children, will be extended within one year from the date when the new equipment enters into operation so as to provide daily, without charge, at least one-third of a pint of whole milk, or the equivalent in food value of skim milk and fats, for at least 18,000 children during the lifetime of the equipment provided by the Fund which for assessment purposes shall be considered as ten years.

ANNEX IV

RECOMMENDATION G OF THE JOINT COMMITTEE OF THE FOOD AND AGRICULTURAL ORGANIZATION AND THE WORLD HEALTH ORGANIZATION INTERIM COMMISSION, IN ITS REPORT PREPARED FOR THE FUND IN WASHINGTON, 23-26 JULY 1947

G—Cost and nutritive value of different supplements

The Committee recommends the provision of dry skim milk by ICEF to children past infancy, and for pregnant and nursing women, because skim milk is a cheaper source of certain important nutrients than other forms of processed milk. This fact may be illustrated as follows:

Two-fifths (0.4) of a litre of whole fluid milk will supply about 14 grams of protein and 0.5 grams of calcium. These nutrients, as has already been pointed out, are urgently needed at the present time. The number of children who could be provided with these amounts of protein and calcium daily for six months, for \$100 spent on different kinds of processed milk (including cheese), are shown below. The skim milk supplement includes fat in various forms:—

<i>Supplement</i>	<i>Number of children provided daily for six months for \$ 100</i>
Dry whole milk	11
Dry skim milk plus fat as :	
Lard	31
Hardened fat	25
Margarine (fortified with vitamin A)	20
Butter	15
Evaporated whole milk (unsweetened)	8
Condensed whole milk (sweetened)	6
Cheese (American cheddar)	12

Estimates are based on an equivalency of protein and calcium supply, in the daily amounts stated above. All the supplements except skim milk, plus lard and hardened fat, will provide similar amounts of vitamin A. As a source of riboflavin, they are approximately equal, with the exception of cheese, which

has a lower content of this nutrient. Sweetened condensed milk, because of its high sugar content, will provide more calories than the other supplement and cheese slightly less.

The addition of cocoa and sugar in appropriate amounts to the various supplements would appreciably reduce the number of children who could be fed for a given sum. For example, if 7.5 grams of sugar and 2.5 grams of cocoa were added to the skim milk and lard supplement, only 26 children instead of 31 could be supplied for six months for \$100; the corresponding figures for skim milk and margarine are 18 versus 20. The reduction in number is more noticeable with the skim milk than with the whole milk supplements, because of the relative cheapness of the former.

The calculations are related to current prices in the United States (i.e., 26 July 1947) and take into consideration the cost of transport to recipient countries.