

No. 848

**UNITED NATIONS INTERNATIONAL
CHILDREN'S EMERGENCY FUND
and
BRAZIL**

**Agreement concerning the activities of the United Nations
International Children's Emergency Fund in Brazil.
Signed at New York, on 9 June 1950**

*Official texts : English and Portuguese.
Registered ex officio on 23 June 1950.*

**FONDS INTERNATIONAL DES NATIONS UNIES
POUR LE SECOURS A L'ENFANCE
et
BRÉSIL**

**Accord concernant les activités du Fonds international des
Nations Unies pour le secours à l'enfance au Brésil.
Signé à New-York, le 9 juin 1950**

*Textes officiels : anglais et portugais.
Enregistré d'office le 23 juin 1950.*

No. 848. AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF BRAZIL CONCERNING THE ACTIVITIES OF THE UNICEF IN BRAZIL. SIGNED AT NEW YORK, ON 9 JUNE 1950

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

WHEREAS the Fund now has resources and expects to receive additional resources and assets which the Executive Board of the Fund has determined shall be made available in part for the benefit of children and adolescents and expectant and nursing mothers of Brazil, and

WHEREAS the Government of Brazil (hereinafter referred to as the Government) desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers within its territories, and

WHEREAS representatives of the Fund and of the Government have considered the need for such aid in Brazil, and

WHEREAS the Government has submitted its own programme of aid for the benefit of children and adolescents and expectant and nursing mothers, and has drawn up plans of operation with respect to the proper utilization and distribution of supplies or other assistance which the Fund may provide, and the Fund has approved its own participation in said plans,

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

Article I

FURNISHING OF SUPPLIES AND SERVICES

A. The Fund, within its determination of requirements and the limits of its resources, will provide foodstuffs and other supplies and services for the aid and assistance of the children, adolescents, and expectant and nursing mothers of Brazil.

¹ Came into force on 9 June 1950, as from the date of signature, in accordance with article IX.

B. The Government will, in accordance with the approved plan of operations and such amendments as may be agreed upon at a later date by the Fund and the Government, provide food (and other special programmes) for the children, adolescents, and expectant and nursing mothers of Brazil and undertakes that the food and supplies furnished by the Fund will be distributed to and for the benefit of such persons in accordance with the aforesaid plan of operations.

C. The amounts and the character of the food and supplies to be provided by the Fund and the Government respectively for the benefit of children, adolescents, and expectant and nursing mothers of Brazil, will be determined from time to time for such successive periods of operation as may be convenient, through mutual consultation and understanding between the Fund and the Government.

D. The Fund will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement.

Article II

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund, while retaining full ownership of its supplies until consumed or used by the ultimate recipient for whom these supplies are intended, will entrust its supplies to the Government or those agencies within Brazil mutually agreed upon between the Government and the Fund, for distribution on behalf of the Fund for the benefit of children, adolescents, and expectant and nursing mothers in Brazil, in accordance with the approved plan of operations and in conformity with the policies of the Fund.

B. The Government will distribute supplies furnished by the Fund in accordance with the approved plan of operations through the agencies, or channels, mutually approved from time to time by the Government and the Fund. In distributing or otherwise handling such supplies the Government shall act as agent for the Fund until the supplies are consumed or used.

C. The Government undertakes to see that these supplies are dispensed or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief. No ration plan currently in force at the time of approval of the plan of operations referred to in Section B of Article I shall be modified by reason of supplies furnished by the Fund so as to reduce the rations for children, adolescents, and nursing and expectant mothers.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges which the Government has established for similar activities.

E. The Government agrees that the Fund may in its discretion cause such distinctive markings to be placed upon the supplies provided by the Fund as the Fund may deem necessary to indicate that the supplies in question are intended for the aid and assistance of children and adolescents and expectant and nursing mothers under the auspices of the International Children's Emergency Fund.

F. No recipient of supplies provided by the Fund shall be required to pay directly or indirectly for the cost of these supplies.

G. The Government agrees to make all arrangements for, and to sustain all operational and administrative expenses or costs incurred in the currency of Brazil, with respect to the reception, unloading, warehousing, transportation, and distribution of the supplies furnished by the Fund.

Article III

EXPORTS

The Government agrees that it will not expect the Fund to furnish supplies for the aid and assistance of children and adolescents and expectant and nursing mothers under this Agreement if the Government exports any supplies of the same or similar character, except for such special circumstances as may arise and be placed for consideration before the Programme Committee.

Article IV

RECORDS AND REPORTS

A. The Government will maintain adequate accounting and statistical records on the Fund's operations necessary to discharge the Fund's responsibilities, and will consult with the Fund, at its request, with respect to the maintenance of such records.

B. The 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 V

RELATIONSHIP BETWEEN THE GOVERNMENT AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognized and understood by the Government 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 Government and the Fund respectively, at the operating level. To this end it is agreed that the Fund will provide duly authorized officers to be stationed in Brazil, and to be available for consultation, and co-operation with the appropriate officials of the

Government with respect to the shipment, receipt, and distribution of the supplies furnished by the Fund, to consider and review the needs of children and adolescents and expectant and nursing mothers in Brazil, for the aid contemplated under this agreement, to advise the Headquarters of the Fund of the programme of operations under the Agreement, and of any problems which the Government may care to submit to the Fund or its representatives with regard to aid and assistance for children and adolescents and expectant and nursing mothers in Brazil.

B. The Fund agrees that, for the above purposes, it will maintain an office in Brazil through which its officers may be reached and through which it will conduct its principal business.

C. The Government will facilitate employment by the Fund of such citizens of Brazil, as officers, clerical staff or otherwise as may be required to discharge the Fund's functions under this Agreement.

D. The Government will permit authorized officers of the Fund to have access to such records, books of account, or other appropriate documents with respect to the distribution of supplies furnished by the Fund, as may be necessary to satisfy the Fund of the Government's compliance with the terms of this agreement. The Government shall further permit authorized officers of the Fund entire freedom to observe distribution of such supplies from time to time, and from place to place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. The Government will, in agreement with the Fund, make arrangement for, and sustain the cost of, expenses incurred in the currency of Brazil, with respect to the housing, subsistence, automobile transportation, and travel of the officers to be provided by the Fund under this Article, and the establishing, equipping, and maintaining of the office to be established in Brazil under Section B of this Article, together with necessary clerical and other assistance, and postal, telegraphic and telephone communications, for the authorized activities of the officers and the office above-mentioned.

Article VI

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 Government or by any political subdivision thereof or by any other public authority in Brazil. The Fund shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority.

B. No tax, fee, toll or duty shall be levied by the 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 subjects of Brazil, or permanent residents thereof.

C. The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary to insure that 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 VII

PRIVILEGES AND IMMUNITIES

The Government will grant to the Fund and its personnel the 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.

Article VIII

PUBLIC INFORMATION

The 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 furnished by the Fund.

Article IX

PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force at least until any supplies furnished by the Fund are finally consumed, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Brazil. 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 International Children's Emergency Fund for appropriate action.

JOÃO CARLOS MUNIZ

Ambassador and
Permanent Delegate of Brazil to the
United Nations

MAURICE PATE

Executive Director
United Nations International
Children's Emergency Fund

Dated : New-York, N.Y., 9 June 1950