

No. 885

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

**Agreement concerning the activities of the UNICEF in France. Signed  
at Paris, on 19 February 1948**

*Official texts: English and French.*

*Registered ex officio on 1 August 1950.*

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

**Accord concernant les activités du FISE en France. Signé à Paris, le 19  
février 1948**

*Textes officiels anglais et français.*

*Enregistré d'office le 1er août 1950.*

No. 885. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE ACTIVITIES OF THE UNICEF IN FRANCE. SIGNED AT PARIS, ON 19 FEBRUARY 1948

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);

WHEREAS the Executive Board of the Fund has decided to use its resources for the benefit of children, adolescents, expectant and nursing mothers in countries which were victims of aggression;

WHEREAS the Government of the French Republic (hereinafter referred to as the Government) desires the aid of the Fund for the benefit of these categories of its population, and the need of such aid has been recognized and agreed to by the Fund;

WHEREAS the Government has submitted its own programs of aid for the benefit of children, adolescents, expectant and nursing mothers, and the Fund has approved its own participation in said programs;

HAVE AGREED as follows:

*Article I*

- A. The Fund, within its determination of requirements and the limits of its resources, will provide food and other supplies and services for the aid and assistance to children, adolescents, expectant and nursing mothers in France.
- B. The Government, 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, will provide, directly or through the intermediary of delegated organizations, food (and other special services) to those categories of its population, and undertakes to distribute to them the food and supplies furnished by the Fund.
- C. The Fund and the Government will determine together the kinds and quantity of the food and supplies to be respectively provided by them for the benefit of the above-mentioned categories of French people.
- D. The Fund shall have no claim for payment in foreign exchange for the supplies and services it will provide under this Agreement.

*Article II*

- A. The Fund will retain full ownership of its supplies until consumed or used by the ultimate recipient for whom these supplies are intended, and will entrust its supplies to the Government or to French agencies mutually agreed upon from time

<sup>1</sup> Came into force on 19 February 1948, in accordance with article XI.

to time between the Government and the Fund, to ensure distribution on its behalf in accordance with the policies of the Fund and the plan of operations.

B. The Government shall act as agent for the Fund until the supplies are consumed or used. It undertakes to ensure the reception, unloading, warehousing, transportation and distribution of the supplies provided by the Fund, and sustain in French currency all operational and administrative expenses resulting therefrom.

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

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

E. The Government will let distinctive markings be placed on the supplies to indicate that these are intended for the aid and assistance of children, adolescents, expectant and nursing mothers under the auspices of the International Children's Emergency Fund.

### *Article III*

The Government agrees that, in the case of its exporting supplies of the same or a similar nature as those furnished by the Fund, it will not expect further aid from the Fund, except in such special circumstances as might be previously placed for consideration before the Programme Committee.

### *Article IV*

A. The Government will establish accounting and statistical records necessary to the carrying out of the Fund's operations. It will consult with the Fund in respect of the maintenance of such records.

B. The Government will furnish such records, reports and information as may be deemed necessary by the Fund for the execution of the plan of operations.

### *Article V*

A. In the carrying out of the terms of this Agreement, the Government and the Fund will work in a close and cordial co-operation. To this end, officers stationed in France, and duly authorized by the Fund, will advise appropriate French officers in respect of shipment, receipt, and distribution of the needs of the Fund's beneficiaries as stated in the plan of operations. They will keep the Fund's Headquarters advised of the achievement of the present Agreement and of all problems the Gov-

ernment may care to submit with regard to aid for children, adolescents, expectant, and nursing mothers.

To enable the Fund's officers to observe the accomplishment of this Agreement by the Government, the Government will put at their disposal all the accounts and records referred to in article IV. Furthermore, it will give the Fund's authorized officers entire freedom to observe from time to time, in divers places, the distribution and handling of supplies, on which they will be qualified to make suggestions.

#### *Article VI*

- A. The Fund's property is unseizable. It is guaranteed against any requisition.
- B. Notwithstanding any control, reglementation, financial moratorium of any kind, the Fund can receive any sums or values in any currency, and freely dispose of them.

#### *Article VII*

The Fund is immune from all direct taxation. However, it will pay taxes for services rendered. The Fund is immune from all taxes and duties levied by the Customs on goods imported in accordance with the plan of operations approved periodically by the Executive Board of the Fund and transmitted in due course to the Customs' Office.

#### *Article VIII*

The Government will grant to the Fund and its personnel the privileges and immunities as stated in the General Convention on Privileges and Immunities adopted by the General Assembly of the United Nations on 13 February 1946.

#### *Article IX*

The Government will take the necessary action to ensure at all times between the Organization's Head Office and the French borders:

—travel of persons called forth to participate in the work of the Fund, to the social pediatrics training courses organized by the Fund, and to others invited by the Fund,

—transmittal of mail and telegrams,

—transport of goods destined to the Fund.

#### *Article X*

Any disagreement arising between the Director and the French Government on the interpretation or application of this Agreement, on any clause or supplementary stipulation, on the terms of the plan of operations, which could not be

settled through negotiations will be submitted for arbitration to the Programme Committee of the Executive Board of the International Children's Emergency Fund.

*Article XI*

This Agreement shall take effect as from the date of its approval by the Fund and the French Government. It shall remain in effect as least until all supplies allocated by the Fund are consumed and long enough after to ensure completion of an orderly liquidation of all the Fund's activities in France.

For the Executive Director  
The United Nations International  
Children's Emergency Fund  
Alfred E. DAVIDSON

For the Government of the French  
Republic:  
BIDAULT  
G. POINSO-CHAPUIS

Paris, 19 February 1948

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