

**No. 731**

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**UNITED NATIONS  
and  
FRANCE**

**Agreement relating to the 1948 campaign for the United Nations  
Appeal for Children. Signed at Paris, on 10 March 1948**

*Official text : French.*

*Registered ex officio on 1 March 1950.*

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**NATIONS UNIES  
et  
FRANCE**

**Accord relatif à la campagne de 1948 pour l'Appel des Nations  
Unies en faveur de l'enfance. Signé à Paris, le 10 mars 1948**

*Texte officiel français.*

*Enregistré d'office le 1<sup>er</sup> mars 1950.*

## TRANSLATION — TRADUCTION

No. 731. AGREEMENT<sup>1</sup> BETWEEN THE SECRETARY-GENERAL OF THE UNITED NATIONS AND THE GOVERNMENT OF THE FRENCH REPUBLIC RELATING TO THE 1948 CAMPAIGN FOR THE UNITED NATIONS APPEAL FOR CHILDREN. SIGNED AT PARIS, ON 10 MARCH 1948

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## PREAMBLE

WHEREAS the Secretary-General of the United Nations, in accordance with the resolutions of the General Assembly and of the Economic and Social Council of the United Nations, has launched a world-wide campaign for the United Nations Appeal for Children, the organization of which campaign he will co-ordinate and promote;

WHEREAS the Secretary-General of the United Nations wishes to invite the French National Committee of the United Nations Appeal for Children to conduct a campaign for the Appeal in France, in accordance with the provisions of a draft agreement entitled Schedule « A », <sup>2</sup> the text of which is attached hereto;

WHEREAS the Government of the French Republic has approved the character and purposes of the United Nations Appeal for Children, as described in greater detail in the said draft agreement « A », and is prepared to take the necessary steps to ensure the success of the campaign in general and in its national territory in particular;

NOW THEREFORE, the Secretary-General of the United Nations and the Government of the French Republic, represented by Mr. Bousquet, Minister Plenipotentiary, Director-General of Administrative and Social Affairs at the Ministry of Foreign Affairs, have agreed as follows :

*Article I*

## NAME OF THE APPEAL

The name under which the Appeal is to be launched and conducted within the national territory of the Government of the French Republic shall be the « United Nations Appeal for Children » (hereinafter referred to as « the Appeal »).

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<sup>1</sup> Came into force retroactively as from 10 December 1947, in accordance with article VI.

<sup>2</sup> See page 211.

## Article II

### CONDUCT OF THE CAMPAIGN

(a) The Government of the Republic of France, bearing in mind the fact that, if the Appeal is to be fully understood and achieve success, it should be conducted within each country by a National Committee based upon the leading organizations representing broad groups of people whose help will be valuable in prosecuting the Appeal, hereby approves the formation of a French National Committee for conducting the Appeal in France.

(b) The Government of the French Republic will confer on the French National Committee for the Appeal such powers as will enable it to discharge its obligations under the draft agreement Schedule « A », the text of which is attached hereto.

(c) The Government of the French Republic approves the draft agreement Schedule « A », the text of which is attached hereto, and certifies that the said draft agreement is valid and legal in all respects under the law of the Government of the French Republic.

## Article III

### DISPOSAL OF CONTRIBUTIONS RECEIVED

The contributions received by the French National Committee shall be allocated and distributed in accordance with the provisions of an agreement to be concluded between the French National Committee and the Secretary-General of the United Nations, unless otherwise decided by the Government of the French Republic. In the latter case, the Secretary-General and the Government of the French Republic shall confer concerning the allocation and distribution of the said contributions.

## Article IV

### EXEMPTION FROM TAXATION

(a) All real and personal property, including all assets, funds and contributions accruing to the Appeal in cash or in kind under the present draft agreement and belonging to the French National Committee for the Appeal, and all transport and warehousing, storage and utilization of such property in pursuance of the present draft agreement, shall be exempt from any taxes, fees, tolls or dues levied by the Government of the French Republic, or by any political

department of the Government, or by any competent public or other authority in France.

(b) Any legal or physical person in France making a donation to the Appeal shall be entitled, in respect of contributions made to the Appeal, to the same exemptions, immunities and deductions that would be granted to such person under the laws in force in France governing contributions made for other philanthropic purposes.

### *Article V*

#### ASSISTANCE TO THE COMMITTEE

(a) The Government of the French Republic agrees to aid and assist the French National Committee to discharge the obligations devolving upon it under the above-mentioned draft agreement :

- (1) By making, in collaboration with the Committee, the necessary arrangements for observance of the day appointed by the Secretary-General of the United Nations as «United Nations Appeal for Children Day»;
- (2) By consulting with the Committee concerning the organization of this Day;
- (3) By consulting with the Committee concerning the deposit institutions in which the Committee will open special accounts for all monetary contributions;
- (4) By informing the Committee of any action that the Government of the Republic thinks should be taken by the Committee for safeguarding all monetary or other contributions;
- (5) By appointing auditors to the Committee, who will make a proper inspection of the Committee's records and accounts.

(b) In addition to the aid and assistance specified in paragraph *a* above, the Government of the French Republic shall also provide any further aid and assistance it considers desirable in order to ensure the success of the campaign for the Appeal. Any aid or assistance granted to the National Committee for the Appeal by the Government of the French Republic under the present Agreement shall be supplied at the cost of the Government and shall not entail any expenditure or obligation on the part of the said Committee or the Secretary-General of the United Nations.

*Article VI*

## PERIOD OF THE AGREEMENT

The present Agreement shall take effect as from 10 December 1947 and shall remain in force for the period of validity of draft agreement Schedule « A », the text of which is attached hereto.

DONE in Paris, on 10 March 1948.

(Signed) Raymond BOUSQUET

## SCHEDULE « A »

## AGREEMENT BETWEEN THE SECRETARY-GENERAL OF THE UNITED NATIONS AND THE FRENCH NATIONAL COMMITTEE OF THE UNITED NATIONS APPEAL FOR CHILDREN

## PREAMBLE

WHEREAS the Secretary-General of the United Nations, in pursuance of the directives of the General Assembly in paragraph 8 of its resolution 48 of 11 December 1946,<sup>1</sup> has considered the ways and means of collecting and utilizing contributions, from persons, organizations and peoples all over the world, equivalent to the earnings of one day's work, for the purpose of helping to meet relief needs, and whereas the Secretary-General, in conformity with the said resolution of the General Assembly, has reported on the results of such consideration to the Economic and Social Council; and

WHEREAS the Economic and Social Council of the United Nations, by its resolutions of 29 March 1947<sup>2</sup> and 8 August 1947,<sup>3</sup> approved and authorized the initiation and organization of the United Nations Appeal for Children; and

WHEREAS the Economic and Social Council requested the Secretary-General to make such arrangements as might be necessary for carrying forward the work of the United Nations Appeal for Children, and authorized him to conclude agreements with the various countries; and

WHEREAS the Secretary-General has launched a world-wide campaign for the United Nations Appeal for Children, the organization of which campaign he will co-ordinate and promote; and

<sup>1</sup> United Nations, document A/64/Add. 1, page 74.

<sup>2</sup> United Nations, document E/437, page 27.

<sup>3</sup> United Nations, document E/573, page 40.

WHEREAS, if the United Nations Appeal for Children is to be fully understood and achieve success, it should be conducted within each country by a National Committee based upon the leading organizations representing broad groups of people whose help will be valuable in prosecuting the Appeal; and

WHEREAS such a National Committee has been set up in France, which Committee the Secretary-General desires to recognize and does hereby recognize as the French National Committee of the United Nations Appeal for Children, responsible for conducting the Appeal in France in accordance with the conditions set forth hereunder; and

WHEREAS the French Government, by virtue of the Agreement signed by it on 10 March 1948,<sup>1</sup> has approved the character and purposes of the United Nations Appeal for Children, and has authorized the French National Committee of the United Nations Appeal for Children to launch the Appeal within its national territory in conformity with the provisions of the present Agreement;

NOW THEREFORE, the Secretary-General of the United Nations and the French National Committee of the United Nations Appeal for Children have agreed as follows :

### *Article I*

#### NAME OF THE APPEAL

The name under which the Appeal is to be launched within the national territory of the Government of France shall be the « United Nations Appeal for Children » (hereinafter referred to as « the Appeal »).

### *Article II*

#### PURPOSES AND CHARACTER OF THE APPEAL

(a) The Appeal is and shall be launched all over the world as a special appeal for non-governmental voluntary contributions for the purpose of meeting the exceptional relief needs of children, adolescents and expectant and nursing mothers, without distinction as to race, religion, nationality or political convictions, by collecting contributions equivalent to the earnings of one day's work, or by any other form of contributions better adapted to each country, it being understood that the resources accruing from the said contributions must be distributed to children, adolescents and expectant and nursing mothers by transfer mainly to the International Children's Emergency Fund and other organizations having similar purposes.

(b) In order to ensure the international and uniform character of the Appeal, the Secretary-General shall advise the French National Committee of the Appeal in writing of the period of time in which the Appeal is to be launched and completed.

(c) The Secretary-General shall likewise and in the same way advise the Committee of the day, falling within the period of the Appeal Campaign, to be appointed as the United Nations Appeal for Children Day. The French National Committee of the Appeal, in collaboration with the French Government, shall make the necessary arrangements to ensure proper observance of the day, in keeping with the support given to the Appeal throughout the world.

<sup>1</sup> See page 203.

*Article III*

## NATIONAL COMMITTEE

(a) The Committee shall be entitled the French National Committee of the United Nations Appeal for Children (hereinafter referred to as « the Committee »).

(b) The Committee shall arrange its own organization, after consultation with the French Government and subject to the provisions of the present Agreement.

(c) The Committee shall, as far as possible, include representatives of all the leading organizations of France whose help may be valuable in prosecuting the Appeal. The Committee shall also co-opt any persons whose participation it deems likely to promote the success of the Appeal.

(d) The Committee shall have no other functions than those concerned with the Appeal, and must act in accordance with the purposes and character of the Appeal.

(e) The Committee shall be represented by its chairman or any other of its members in the International Advisory Committee of the United Nations Appeal for Children, which shall be set up and shall operate in accordance with the arrangements made by the United Nations in connexion with the said International Advisory Committee.

*Article IV*

## LAUNCHING OF THE APPEAL

(a) Subject to the provisions of the present Agreement, the Committee shall itself decide, initiate and organize the arrangements and machinery required for launching the Appeal in France.

(b) The Secretary-General shall render the Committee any assistance for which he is requested and which he can furnish either in person or through the agency of :

1. The staff of the Secretariat, and in particular the Director of the Appeal and his technical advisers and regional representatives;

2. The International Advisory Committee.

The Committee may accept not only contributions in cash, but likewise, after consultation with the Secretary-General, contributions in kind such as : foodstuffs, merchandise, services and all other goods which the Committee may consider suitable.

*Article V*

## CUSTODY OF CONTRIBUTIONS RECEIVED

(a) The Committee shall place all contributions in cash into special accounts opened in its name. The said special accounts shall be opened in deposit institutions to be designated by the Committee after consultation with the French Government. Funds held in the special accounts may not be withdrawn or transferred, save in conformity with the provisions of the present Agreement.

(b) The Committee shall place in safety and keep all contributions in kind, making all necessary arrangements, including insurance, storage and transport. In the case of foodstuffs or other goods the nature or condition of which necessitates distribution without delay, the Committee shall at once communicate with the Secretary-General in order to arrange for their immediate distribution and, as far as possible, ensure compliance with article VI of the present Agreement.

(c) The Committee shall indemnify, and shall relieve the United Nations and the Secretary-General, and likewise their officials and agents of liability, for any loss, due to any cause whatsoever, incurred in the operations of the Committee in pursuance of this Agreement. The Committee shall contract adequate insurance, in conformity with the laws of France, or shall provide for similar safeguards against the risks referred to in this paragraph.

#### *Article VI*

##### DISPOSAL OF CONTRIBUTIONS RECEIVED

(a) The contributions collected by the Committee shall be allocated and distributed, after deduction of the administrative and other expenses authorized under article VII (c), in accordance with the procedure annexed hereto.

(b) The Committee shall not utilize any contribution for purposes other than those contemplated in the present Agreement.

#### *Article VII*

##### OPERATING EXPENSES

(a) The costs incurred and the financial commitments entered into by the Committee under the terms of the present Agreement shall be met out of the contributions collected by the Committee. The Committee shall draw up at the earliest possible date a budget of estimated expenditure, which shall be communicated to the Secretary-General for his information.

(b) The costs of assistance rendered to the Committee, and of functions discharged on its behalf by the Secretary-General in conformity with Article IV (b) of this Agreement, shall be defrayed by the United Nations.

(c) All other expenses, including financial commitments, claims and other costs of any nature or denomination incurred in connexion with the Committee's campaign, shall be defrayed by the Committee.

#### *Article VIII*

##### RECORDS AND ACCOUNTS

(a) The Committee and its subsidiary organs undertake to keep suitable accounts covering the collection, allocation and disposal of all contributions. The Committee shall transmit periodically to the Secretary-General detailed financial reports on its operations and those of its subsidiary organs.



(b) The Committee shall submit its records and accounts for regular auditing and inspection by auditors designated by the Government of France and accepted by the Committee.

(c) The Committee shall communicate periodically to the Secretary-General records of its meetings and the texts of its decisions.

### *Article IX*

#### DURATION OF THE AGREEMENT

(a) The present Agreement shall take effect as from 10 December 1947 and shall remain in force for a period of one year after the date of closure of the campaign appointed by the Secretary-General in conformity with article II (b), and for such supplementary period as may elapse until the final balance of all the accounts relating to the Committee's operations has been approved by the Secretary-General.

(b) If the Committee should collect any contributions after the expiry of the present Agreement, it shall transfer such contributions to the Secretary-General, who shall utilize them in a manner according as closely as possible with the fundamental purposes of the present Agreement.

### *Article X*

#### QUESTIONS NOT PROVIDED FOR UNDER THE AGREEMENT

Any questions not provided for under the present Agreement shall be settled by consultation between the Parties.

### *ANNEX TO ARTICLE VI*

#### *I. — Method of Distribution*

1. The first 10 per cent of all funds collected will be earmarked by the National Committee of the United Nations Appeal for Children for the United Nations International Children's Emergency Fund.

2. 25 per cent of the total sum collected by school organizations (full list to be drawn up) will be allocated by the National Committee direct to the credit of the Children's Relief Agencies of the organizations in question.

3. The balance remaining after the above deductions will be distributed as follows :

A. A special appropriation of 396 millions will be divided among the charitable organizations enumerated hereunder which renounced their own separate campaigns in order to

ensure greater success for the UNAC campaign, in proportion to the proceeds of their campaigns in 1946, less a fixed deduction of 20 per cent, as follows :

<i>Comité national de l'enfance</i> (National Children's Committee).....	9,500,000
<i>Union nationale des associations familiales</i> (National Union of Family Associations).....	22,500,000
<i>Croix-Rouge française</i> (French Red Cross).....	137,000,000
<i>Entr'aide française</i> (French Mutual Aid).....	227,000,000
	<hr/> 396,000,000 <hr/>

B. The balance remaining after deduction of the 10 per cent earmarked for UNICEF and the special allocation to the school organizations will be distributed as follows :

(a) If the charitable organizations mentioned above independently collected a sum higher than their fixed allocation, they will receive respectively :

75 per cent of the difference between 100 and 125 per cent of the fixed allocation;

50 per cent of the difference between 125 and 150 per cent of the fixed allocation;

25 per cent of any excess over 150 per cent of the fixed allocation.

(b) The balance remaining after the above distribution will be placed at the disposal of UNICEF by the French National Committee.

OBSERVATIONS. — If, after deduction of the first 10 per cent earmarked for UNICEF and the X per cent allocated to the school organizations, the balance remaining is less than the special appropriation referred to, such balance will be distributed among the four charitable organizations proportionally to the allocation fixed for each.

II. — It is expressly stipulated that the four charitable organizations referred to must utilize the funds allocated to them by the National Committee of the United Nations Appeal for Children for purposes similar to those pursued by UNICEF, and must report to UNICEF periodically on their utilization.