

No. 1448

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**UNITED NATIONS INTERNATIONAL CHILDREN'S  
EMERGENCY FUND  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND,  
WITH RESPECT TO JAMAICA**

**Agreement concerning the activities of UNICEF in Jamaica.  
Signed at New York, on 2 October 1951**

*Official text: English.*

*Registered ex officio on 2 October 1951.*

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**FONDS INTERNATIONAL DES NATIONS UNIES  
POUR LE SECOURS A L'ENFANCE  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD,  
POUR LA JAMAÏQUE**

**Accord concernant l'activité du FISE à la Jamaïque.  
Signé à New-York, le 2 octobre 1951**

*Texte officiel anglais.*

*Enregistré d'office le 2 octobre 1951.*

No. 1448. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, WITH RESPECT TO JAMAICA, CONCERNING THE ACTIVITIES OF UNICEF IN JAMAICA. SIGNED AT NEW YORK, ON 2 OCTOBER 1951

The International Children's Emergency Fund and His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland,

Taking note of the Resolution of the General Assembly of the United Nations number 57 (I) of 11th December 1946<sup>2</sup> creating an International Children's Emergency Fund (hereinafter referred to as "the Fund") to be utilised and administered for the benefit of certain children and adolescents and for the purpose of child health generally;

Considering that the Government of Jamaica (hereinafter referred to as "the Government") desires the aid of the Fund for the benefit of children and adolescents and nursing and expectant mothers (hereinafter referred to as "the persons to be aided") in its territories;

Considering that the Government has with the approval of His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "His Majesty's Government") submitted to the Fund a programme of aid for the benefit of the persons to be aided, and a plan of operations with respect to the proper utilisation and distribution of any supplies or other assistance which the Fund may provide;

Considering that the Fund has approved the said plans and its own participation therein;

Desiring to take such measures as are appropriate to ensure that the said plans are carried out for the benefit of the persons to be aided in accordance with the purposes of the Fund;

Have agreed as follows:—

*Article I*

1. The Fund, within its determination of requirements and the limits of its resources, shall provide supplies and services for the benefit of the persons to be aided.

<sup>1</sup> Came into force on 2 October 1951, as from the date of signature, in accordance with article X.

<sup>2</sup> United Nations, document A/64/Add. 1.

2. The Government shall provide supplies and services for the persons to be aided in accordance with the approved plan of operations (hereinafter referred to as "the Plan").
3. The Government undertakes to distribute supplies provided by the Fund in accordance with the Plan and in conformity with the policies of the Fund.
4. The amounts and character of the supplies to be provided under paragraphs 1 and 2 of this Article shall be determined from time to time by agreement between the Governments and the Fund for such successive periods of operation as may be convenient.
5. The Fund shall not be entitled to payment in foreign exchange for the supplies and services provided by it in accordance with this Article.

#### *Article II*

1. Supplies provided by the Fund shall remain its property until consumed or used by the persons to be aided. The supplies will be entrusted to the Government as agent of the Fund for distribution on behalf of the Fund.
2. The Government shall distribute supplies provided by the Fund through the agencies or channels approved from time to time by the Government and the Fund. The Government shall ensure that such supplies are dispensed or distributed equitably and efficiently on the basis of need without discrimination because of race, creed, nationality status or political belief.
3. The supplies and services provided by the Fund shall be in addition to and not in substitution for any budget charges which the Government has established for similar activities. No ration plan in force at the time of the approval of the Plan shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.
4. The persons to be aided shall not be required to pay directly or indirectly for the cost of any supplies provided by the Fund received by them.
5. The Fund may at its discretion cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary to indicate that such supplies are provided under the auspices of the Fund.
6. The Government shall make all arrangements for, and shall meet all operational and administrative expenses or costs incurred in Jamaican currency with respect to, the reception, unloading, warehousing, transportation, and distribution of the supplies provided by the Fund.

*Article III*

There shall be no obligation on the Fund to provide any of the supplies referred to in paragraph 1 of Article I if the Governments exports supplies of the same or similar character, except in such special circumstances as may arise and are approved by the Programme Committee of the Executive Board of the Fund.

*Article IV*

1. The Government shall maintain adequate accounting and statistical records of the Fund's operations necessary to discharge the Fund's responsibilities, and shall consult with the Fund, at its request, with respect to the maintenance of such records.
2. The Government shall furnish the Fund with such records, reports and information as to the operation of the Plan as the Fund may find necessary to the discharge of its responsibilities.

*Article V*

1. The Government and the Fund undertake to establish a close and cordial relationship of co-operation between officials of the Government and officers of the Fund. The Fund shall provide duly authorised officers to be available periodically in Jamaica 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 the persons to be aided, to advise the Headquarters of the Fund of the programme of operations under the present Agreement and of any problems which the Government may wish to submit to the Fund with regard to assistance for the benefit of the persons to be aided.
2. The Fund may maintain an office at Kingston through which its officers may be reached and through which it may conduct its principal business.
3. The Government shall facilitate employment by the Fund as officers, clerical staff or otherwise of such residents of Jamaica as may be required to discharge the Fund's functions under the present Agreement.
4. The Government shall permit authorised 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 the present Agreement. The Government shall further permit authorised officers of the

Fund entire freedom to observe distribution of such supplies and to examine the processes and technique of distribution and make observations with respect thereto to the appropriate authorities of the Government.

5. The Government shall, in agreement with the Fund, make arrangement for, and meet, the cost of expenses incurred in the currency of Jamaica, 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 if established at Kingston under paragraph 2 of this Article, together with the necessary clerical and other assistance, and postal, telegraphic and telephone communications, for the authorised activities of the officers and the office above mentioned.

#### *Article VI*

1. 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 sub-division thereof or by any other public authority in Jamaica. The Fund shall also be immune from liability for the collection or payment of any such taxes, fees, tolls or duties.

2. No tax, fee, toll or duty shall be levied by the Government or any political sub-division thereof or any other public authority on or in respect of salaries or remuneration for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not British subjects of Jamaican birth or permanent residents of Jamaica.

3. The Government shall take such action as is necessary for the purpose of giving effect to the provisions of this Article. In addition, the Government shall take whatever other action may be necessary to ensure 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*

The Government shall grant to the Fund and its personnel the privileges and immunities contained in the General Convention on Privileges and Immunities<sup>1</sup> adopted by the General Assembly of the United Nations on the 13th February 1946.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

*Article VIII*

The Government shall afford the Fund opportunity for, and shall cooperate with the Fund in, making public information regarding the delivery and distribution of supplies provided by the Fund.

*Article IX*

1. The Plan may be amended from time to time in any manner agreed between His Majesty's Government and the Fund. The present Agreement shall then apply to such Plan as amended.

2. Any dispute as to the interpretation or application of the present Agreement shall be settled by negotiation between His Majesty's Government and the Fund.

*Article X*

The present Agreement shall come into force on the date of signature.

It may be terminated by notice in writing given by either party. Such notice shall take effect when all supplies provided by the Fund which are in the possession of the Government have been distributed or as soon as a reasonable period for the completion of an orderly liquidation of all Fund activities in Jamaica has elapsed, whichever is the later.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement.

DONE at United Nations, New York, in duplicate, this 2nd day of October, 1951.

For His Majesty's Government  
in the United Kingdom of  
Great Britain and Northern Ireland :  
(Signed) J. E. COULSON  
Deputy Permanent Representative  
to the United Nations

For the United Nations  
International Children's  
Emergency Fund :  
(Signed) Maurice PATE  
Executive Director  
The United Nations International  
Children's Emergency Fund