

No. 446

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

**Agreement concerning the activities of UNICEF in Cambodia.
Signed at Pnom-Penh, on 9 April 1952, and at New
York, on 28 April 1952**

Official text: French.

Filed and recorded by the Secretariat on 18 August 1952.

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

**Accord concernant les activités du FISE au Cambodge.
Signé à Pnom-Penh, le 9 avril 1952, et à New-York,
le 28 avril 1952**

Texte officiel français.

Classé et inscrit au répertoire par le Secrétariat le 18 août 1952.

[TRANSLATION — TRADUCTION]

No. 446. AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF CAMBODIA CONCERNING THE ACTIVITIES OF UNICEF IN CAMBODIA. SIGNED AT PNOM-PENH, ON 9 APRIL 1952, AND AT NEW YORK, ON 28 APRIL 1952

WHEREAS the General Assembly of the United Nations, by resolution 57 (I), adopted on 11 December 1946,² created an International Children's Emergency Fund (hereinafter referred to as "the Fund") as a subsidiary organ of the United Nations, and amended its terms of reference by resolution 417 (V), adopted on 1 December 1950,³ and

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

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

Article I

PLANS OF OPERATIONS

A. Whenever the Government wishes to obtain assistance from the Fund, it shall prepare a plan of operations describing the proposed project, the respective commitments proposed to be undertaken by the Government and the Fund, and the means proposed to ensure the proper use and distribution of supplies or other assistance which the Fund may provide.

B. The Fund, after examining the need for such assistance and taking into account its available resources, will decide on its own participation in the proposed plan, and the Government and the Fund will agree on a mutually acceptable plan of operations (hereinafter referred to as "the approved plan"). Approved plans may be amended, should circumstances so require, in any manner agreed between the Government and the Fund. The present Agreement shall then apply to such plan as amended.

¹ Came into force on 28 April 1952, as from the date of signature, in accordance with article X.

² United Nations document A/64/Add.1.

³ United Nations document A/1775.

Article II

FURNISHING OF SUPPLIES AND SERVICES

A. The Government and the Fund, in accordance with their respective commitments under any approved plan of operations, shall provide supplies and services for the persons to be aided in Cambodia.

B. The Fund shall provide the supplies and services under this Agreement free of charge.

C. The Government undertakes that the supplies and services provided by the Fund shall be distributed to, or made available for the benefit of, the persons to be aided, in accordance with the approved plan of operations and in conformity with the policies of the Fund.

Article III

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund shall retain full ownership of its supplies until consumed or used by the persons to be aided, or, in the case of capital goods, until the transfer of title, or, during the period of loan, as may be provided for in the approved plan.

B. The Fund shall entrust its supplies to the Government for handling or distribution on behalf of the Fund for the benefit of the persons to be aided. In distributing or otherwise handling such supplies, the Government shall act as agent for the Fund. In discharging this responsibility, the Government may avail itself of the services of agencies operating within the country and chosen by mutual agreement between the Government and the Fund.

C. The Government undertakes to see that these supplies are used, dispensed, or distributed equitably and efficiently on the basis of need, without distinction as to race, creed, nationality, or political belief.

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 or other resources which the Government or other authorities within the country have established for similar activities. No rationing plan in force at the time of the approval of a plan of operations shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.

E. The Fund, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Fund to indicate that such supplies are provided under the auspices of the Fund and are intended for the persons to be aided.

F. The persons to be aided shall not be required to pay directly or indirectly for the cost of any supplies or services provided by the Fund.

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

Article IV

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 in such special circumstances as may arise and are approved by the Programme Committee of the Executive Board of the Fund.

Article V

RECORDS AND REPORTS

A. The Government shall maintain such accounting and statistical records relating to the Fund's operations as are necessary for the discharge of the Fund's responsibilities, and shall consult with the Fund, at its request, with respect to the maintenance of such records.

B. The Government shall furnish the Fund with such records, reports and information concerning the operation of approved plans as the Fund may find necessary for the discharge of the responsibilities entrusted to it by the General Assembly.

Article VI

RELATIONSHIP BETWEEN THE GOVERNMENT AND THE FUND IN THE APPLICATION OF THIS AGREEMENT

A. It is recognized and understood by the Government and the Fund that, for the purpose of giving effect to the terms of this Agreement, it will be necessary 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 authorized officers to visit periodically or be stationed in Cambodia for consultation and co-operation with the appropriate officials of the Government with respect to the shipment, receipt and use or distribution of the supplies furnished by the Fund, to consider and review the needs of the persons to be aided in Cambodia, to advise the Fund on the progress of approved plans 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 in Cambodia.

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

C. The Government shall facilitate employment by the Fund, as officers, clerical staff or otherwise, of such residents and citizens of Cambodia as may be required to discharge the Fund's functions under the present Agreement.

D. The Government shall permit authorized officers of the Fund to have access to records, books of account or other documents relating to the distribution of supplies furnished by the Fund. The Government shall further permit authorized officers of the Fund entire freedom to observe the handling, distribution and use of such supplies and the maintenance of loaned capital goods at any time and at any place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. If an office is established in the territory of the Government under section B of this article, the Government shall, in agreement with the Fund, make arrangements for, and defray the expenses incurred in the currency of Cambodia in connexion with the housing, subsistence, automobile transportation and travel of the officers to be provided by the Fund under this article, the establishment, equipment and maintenance of the office, clerical and other assistance, postal, telegraphic and telephone communications, and other services necessary to carry out the activities provided for by this article.

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 Government or by any political subdivision thereof or by any other public authority in Cambodia. 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 or permanent residents in Cambodia.

C. The Government shall take such action as is necessary for the purpose of giving effect to the foregoing 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 subject to any tax, fee, toll or duty in a manner which reduces the resources of the Fund.

D. The Government shall undertake to pay all taxes, fees, tolls or duties referred to in the above three paragraphs of this article if its laws do not allow such exceptions.

Article VIII

PRIVILEGES AND IMMUNITIES

The Government shall 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 1946.¹

Article IX

PUBLIC INFORMATION

The Government shall afford the Fund opportunities for, and shall co-operate with the Fund in, publishing information regarding the delivery and distribution of supplies furnished by the Fund.

Article X

PERIOD OF AGREEMENT

A. The present Agreement shall come into force on the date of signature, or, if ratification is required, from the date of ratification. It shall remain in force at least until the termination of all plans of operations approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Cambodia.

B. In case of disagreement concerning the observance of the terms of this Agreement, the matter shall be referred to the Programme Committee of the Executive Board of the Fund for appropriate action.

<p>For the Government of Cambodia :</p> <p style="text-align: center;">(<i>Signed</i>) SONN Mam Minister of Public Health</p> <p>Signed at Pnom-Penh, 9 April 1952.</p>	<p>For the United Nations International Children's Emergency Fund :</p> <p style="text-align: center;">(<i>Signed</i>) Maurice PATE Executive Director</p> <p>Signed at New York, 28 April 1952.</p>
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¹ 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.