

**No. 3012**

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**UNITED NATIONS CHILDREN'S FUND  
and  
GUATEMALA**

**Basic Agreement concerning the activities of UNICEF in  
Guatemala. Signed at Guatemala City, on 22 November  
1955**

*Official text: Spanish.*

*Registered ex officio on 22 November 1955.*

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**FONDS DES NATIONS UNIES POUR L'ENFANCE  
et  
GUATEMALA**

**Accord de base concernant les activités du FISE au Guate-  
mala. Signé à Guatemala, le 22 novembre 1955**

*Texte officiel espagnol.*

*Enregistré d'office le 22 novembre 1955.*

[TRANSLATION — TRADUCTION]

No. 3012. BASIC AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF GUATEMALA CONCERNING THE ACTIVITIES OF UNICEF IN GUATEMALA. SIGNED AT GUATEMALA CITY, ON 22 NOVEMBER 1955

WHEREAS the General Assembly of the United Nations, by Resolution 57 (I) adopted on 11 December 1946,<sup>2</sup> 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 1 December 1950,<sup>3</sup> and

WHEREAS the Government of Guatemala (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. On each occasion that 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 operation (hereinafter referred to as the "approved plan"). Approved plans may be amended, should circumstances so require, in any manner agreed to between the Government and the Fund. The present Agreement shall then apply to such plans as amended.

<sup>1</sup> Came into force on 22 November 1955, upon signature, in accordance with article XI A.

<sup>2</sup> United Nations, *Resolutions adopted by the General Assembly during the Second Part of its First Session* (A/64/Add. 1, p. 90).

<sup>3</sup> United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20, A/1775, p. 40.*

*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 Guatemala.

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 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 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 discrimination because of race, creed, nationality status 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 ration plan in force at the time of 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 sustain all administrative expenses incurred in the currency of Guatemala 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 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.

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

#### *Article VI*

##### 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 officials of the Government and the officers of the Fund. The Fund shall provide duly authorized officers to visit periodically or be stationed in Guatemala 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 Guatemala, 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 Guatemala.

B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Guatemala 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, and of such residents and citizens of Guatemala 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 such records, books of account or other appropriate documents with respect 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 meet the cost of, expenses incurred in the currency of Guatemala for the housing, subsistence, automobile transportation and travel of the officers to be provided by the Fund under this Article, for the establishing, equipping, and maintaining of the office, for clerical and other assistance, for postal, telegraphic and telephone communications and for 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 subdivisions thereof or by any other public authority in Guatemala. The Fund shall also be immune from the 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 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 Guatemala or permanent residents thereof.

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 subjected 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*

#### CLAIMS AGAINST THE FUND

A. The Government shall assume full responsibility and shall defend, at its own cost, the Fund, its employees and agents in respect of any claim asserted in Guatemala against the Fund, its employees and agents, arising in connexion with any assistance which has been provided or may be provided by the Fund at the Government's request. In the event that the Government makes any payment under the terms of this Article, the Government shall be entitled to exercise all the rights, claims and interest which the Fund could have exercised against third parties.

B. This Article shall not apply with respect to any claim against the Fund for injuries incurred by a staff member of the Fund.

### *Article IX*

#### PRIVILEGES AND IMMUNITIES

The Government recognizes that the Fund, as a subsidiary organ of the United Nations, and its personnel are entitled to the privileges and immunities contained in the Convention<sup>1</sup> on Privileges and Immunities adopted by the General Assembly of the United Nations and ratified by Guatemala on 16 June 1947.<sup>2</sup>

<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; Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324; Vol. 180, p. 296; Vol. 202, p. 320, and Vol. 214, p. 348.

<sup>2</sup> The instrument of ratification was deposited with the Secretary-General of the United Nations on 7 July 1947.

*Article X*

## PUBLIC INFORMATION

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

*Article XI*

## PERIOD OF AGREEMENT

A. The present Agreement, which revokes and replaces the Agreement signed on 9 February 1950,<sup>1</sup> shall come into force on the date of signature. It shall remain in force 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 Guatemala.

B. In case of disagreement as to whether the terms of this Agreement (excepting Article IX) are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the Fund for appropriate action.

The Programme Committee will invite a representative of Guatemala to present his views to it, in writing and in person, if he so desires.

DONE in the Spanish language, and signed at Guatemala City, on the twenty-second day of November, one thousand nine hundred and fifty-five.

For the Government of Guatemala:

Domingo GOICOLEA VILLACORTA

Minister of Foreign Affairs

For the United Nations Children's Fund:

Alice C. SHAFFER

Chief, Mexico and Central America Area Office

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 65, p. 84.