

**No. 3645**

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

**Agreement concerning the activities of UNICEF in  
Tunisia. Signed at Paris, on 3 January 1957**

*Official text: French.*

*Registered ex officio on 3 January 1957.*

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

**Accord concernant les activités du FISE en Tunisie. Signé  
à Paris, le 3 janvier 1957**

*Texte officiel français.*

*Enregistré d'office le 3 janvier 1957.*

[TRANSLATION — TRADUCTION]

No. 3645. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE TUNISIAN GOVERNMENT CONCERNING THE ACTIVITIES OF UNICEF IN TUNISIA. SIGNED IN PARIS, ON 3 JANUARY 1957

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 on 1 December 1950,<sup>3</sup>

WHEREAS the Tunisian Government (hereinafter referred to as "the Government") has expressed the desire to receive 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 FOR EXECUTION OF PROJECTS

A. On each occasion that the Government wishes to obtain assistance from the Fund, it shall prepare a plan of execution describing the proposed project, the commitments to be assumed by the Government and the Fund respectively and the measures proposed to ensure the proper use and distribution of the supplies or assistance which the Fund may provide.

B. The Fund, after examining the extent to which the requested aid is necessary and taking into account its available resources, shall determine its own participation in the proposed plan; the Government and the Fund shall agree on a mutually acceptable plan of execution (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, and this Agreement shall then apply to the plans as amended.

*Article II*

FURNISHING OF SUPPLIES AND SERVICES

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

<sup>1</sup> Came into force on 3 January 1957, as from the date of signature, in accordance with article XI.

<sup>2</sup> United Nations, *Official Records of the General Assembly, First session, Second part, Resolutions (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.

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

C. The Government shall see to it that the supplies and services provided by the Fund are distributed to, or made available for the benefit of, the persons to be aided in accordance with the approved plan and the directives of the Fund.

### *Article III*

#### TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund shall retain 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, according to the provisions of 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 and 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 mutually agreed upon between the Government and the Fund.

C. The Government shall see to it that these supplies are used, dispensed or distributed equitably and efficiently on the basis of need, without discrimination on grounds of race, religion, nationality or political opinion.

D. It is agreed that supplies and services provided by the Fund shall 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 allocated for similar activities. No rations to which the persons to be aided are entitled at the time of the approval of the plan of execution shall be reduced as a result of the supplies provided by the Fund.

E. The Fund may, at its discretion, cause such distinctive markings to be placed upon the supplies provided by it as it may deem necessary 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 arrangements for and shall sustain all operational and administrative expenses or costs incurred in Tunisian currency with respect to the reception, unloading, warehousing, insurance, transport and distribution of the supplies furnished by the Fund.

*Article IV*

## EXPORTS

The Government agrees that it will no longer expect the Fund to provide assistance for the benefit of children and adolescents and expectant and nursing mothers if it exports any supplies identical with or similar to those of the Fund, except in such special circumstances as may arise and be recognized as such 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 of the Fund's operations as may be 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 such records, reports and information concerning the execution of the approved plans as the Fund may find necessary for carrying out the terms of reference entrusted to it by the General Assembly.

*Article VI*

## RELATIONSHIP BETWEEN THE GOVERNMENT AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. In order to carry out this Agreement, the Government and the Fund have agreed to recognize the necessity of establishing a close and cordial relationship between the representatives of the Government and the officers of the Fund. The Fund shall send duly authorized officers to visit periodically or to be stationed in Tunisia for consultation and co-operation with the competent 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 Tunisia and to keep the Fund informed of the execution of approved plans of operations under this Agreement and of any problems which the Government may wish to submit to the Fund with regard to assistance to the persons to be aided in Tunisia.

B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Tunisia 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 Tunisia as may be required by the Fund to discharge its functions under this Agreement.

D. The Government shall permit duly authorized officials of the Fund to have access to such records, account books, or other documents relating to the distribution of supplies furnished by the Fund. The Government shall further allow authorized officials of the Fund freely to observe the handling, distribution and use of such supplies and the maintenance of loaned capital goods, at any time and at any place, to examine the processes and techniques of distribution and to make observations thereon to the competent 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 all the necessary arrangements for the housing, subsistence, motor transport and travel of the officers to be provided by the Fund under this article, and for the organization, installation and operation of the office : it shall provide the necessary assistance with regard to personnel and shall make arrangements for postal, telephone and telegraphic communications and for other services necessary to carry out the activities provided for in this article. It shall also meet the expenses incurred thereby in Tunisian currency.

### *Article VII*

#### IMMUNITY FROM TAXATION

A. The Fund, its assets, property, income and its operations and transactions of whatever nature, shall be immune from all taxes, fees, tolls, or duties collected by the Government or by any political subdivision thereof or by any other public authority in Tunisia. 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 sub-division thereof or by any other public authority.

B. No tax, fee, toll, or duty shall be collected by the Government or any political sub-division thereof or any other public authority on salaries or remunerations for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not Tunisian nationals or permanent residents of Tunisia.

C. The Government shall take such action as is necessary for the effective application of 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 sections of this article if its laws do not allow such exceptions.

*Article VIII*

## CLAIMS AGAINST THE FUND

A. The Government shall assume full and entire responsibility for any claims brought against the Fund, its employees, or its agents in Tunisia, in respect of assistance provided or to be provided by the Fund at the request of the Government. The Government shall defend the Fund, its employees, or its agents against such claims at its own expense. If the Government makes a payment under the terms of this article, it shall assume all the rights, claims, or subsidiary claims of the Fund in respect of third parties.

B. This article shall not apply to claims brought against the Fund in respect of injuries suffered by members of its personnel.

*Article IX*

## PRIVILEGES AND IMMUNITIES

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

*Article X*

## PUBLIC INFORMATION

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 furnished by the Fund.

*Article XI*

## PERIOD OF AGREEMENT

A. This Agreement shall come into force on the date of signature. It shall remain in force until the termination of the execution of all the plans approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Tunisia.

B. In case of disagreement as to whether the terms of this Agreement (with the exception of article IX) are being complied with, the matter shall be referred

<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; Vol. 214, p. 348; Vol. 230, p. 427; Vol. 231, p. 347; Vol. 247, Vol. 248, Vol. 252 and Vol. 254.

for settlement to the Programme Committee of the Executive Board of the Fund. The Programme Committee shall invite a representative of Tunisia to present his case, either in writing or in person, if he so desires.

DONE in quadruplicate in Paris, on 3 January 1957, in the French language.

For the Tunisian Government :

(Signed) Néjib BOUZIRI

For the United Nations  
Children's Fund :

(Signed) Charles A. EGGER