

No. 4469

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

**Agreement concerning the activities of UNICEF in Ghana.
Signed at New York, on 12 August 1958**

Official text: English.

Registered ex officio on 12 August 1958.

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

**Accord relatif aux activités du FISE au Ghana. Signé à
New-York, le 12 août 1958**

Texte officiel anglais.

Enregistré d'office le 12 août 1958.

No. 4469. AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF GHANA CONCERNING THE ACTIVITIES OF UNICEF IN GHANA. SIGNED AT NEW YORK, ON 12 AUGUST 1958

The United Nations Children's Fund (hereinafter referred to as "the Fund") and the Government of Ghana (hereinafter referred to as "the Government");

Considering that the General Assembly of the United Nations created the Fund as a subsidiary organ of the United Nations by resolution 57 (1) approved on 11th December, 1946,² and amended the terms of reference of the Fund by resolution 417 (V) approved on 1st December, 1950,³

Desiring to make provision concerning the terms on which the Fund may furnish assistance for the benefit of children and adolescents and expectant and nursing mothers (hereinafter referred to as "the persons to be aided") within Ghana;

Have agreed as follows :

Article I

PLAN OF OPERATIONS

A. The Fund shall, subject to its examination of the need for assistance and the availability of its resources, render such assistance for the benefit of the persons to be aided in Ghana and for whom assistance has been requested by government as shall be set out in Plans of Operations made pursuant to the present Agreement. Such Plans of Operations shall be made between the Fund and the Government and shall describe—

- (1) The project for which the assistance of the Fund is requested;
- (2) the supplies and services which shall be provided and any other commitments which shall be undertaken by the Government and the Fund;
- (3) the means by which, in conformity with the policies of the Fund, the proper use and distribution of any supplies or other assistance provided by the Fund shall be ensured.

¹ Came into force on 12 August 1958, the date of signature, in accordance with article XI.

² United Nations, *Resolutions adopted by the General Assembly during the second part of the first session* (A/64/Add. 1), p. 90.

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

B. The Government in submitting a request to the Fund shall at the same time submit detailed proposals concerning the matters referred to in subparagraphs (1), (2) and (3) of paragraph A of this Article.

C. Any Plan of Operations made in accordance with this Article may be amended from time to time in such manner not inconsistent with the present Agreement as may be agreed between the Fund and the Government.

Article II

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. Supplies and services provided by the Fund in accordance with any plan of operations shall be provided free of charge. The Fund shall retain full ownership of such supplies until consumed or used by the persons to be aided, or, in the case of capital goods, until title thereto is transferred on such terms as may be agreed between the Fund and the Government.

B. The Fund shall entrust its supplies to the Government for handling or distribution as agent on behalf of the Fund, for the benefit of the persons to be aided. The Government may, in discharging such responsibility, utilise the services of such agencies as may be approved by the Fund.

C. The Government shall ensure that supplies and services provided in accordance with the Plan of Operations shall be distributed to or made available for the benefit of the persons to be aided in accordance with such Plan and that such supplies and services shall be used, dispensed or distributed equitably and efficiently on the basis of need, without discrimination on the grounds of race, creed, national status or political belief.

Article III

EXPORTS AND BUDGET CHARGES

(1) There shall be no obligation on the Fund to provide supplies under a Plan of Operations so long as the Government exports any supplies of the same or similar character, except in such special circumstances as may be approved by the Programme Committee of the Executive Board of the Fund.

(2) Supplies and services provided by the Fund shall be in addition to, and not in substitution for, any supplies and services provided for similar purposes by the Government or other authorities within Ghana. In particular, no ration plan in force in Ghana at the date of signature of the Plan of Operations shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.

(3) 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.

Article IV

ADMINISTRATIVE ARRANGEMENTS AND EXPENSES

(1) The Government shall, in agreement with the Fund, make all arrangements—

- (a) for the reception, unloading, warehousing, insurance, transportation and distribution within Ghana of the supplies provided by the Fund;
- (b) if an office is established in accordance with Article VI,
 - (i) for the establishment, equipment and maintenance of such office,
 - (ii) for the housing, subsistence, transport and travel within Ghana of the officers to be provided by the Fund under that Article,
 - (iii) for the clerical and related assistance, and postal telegraphic and telephonic communications,
 - (iv) for such other services as are necessary to facilitate any other activities referred to in that Article.

(2) The Government shall, in agreement with the Fund, defray such costs of the services referred to in paragraph (1) of this Article as are incurred in the currency of Ghana.

Article V

RECORDS, REPORTS AND ACCOUNTS

(1) The Government shall maintain such accounting and statistical records of the Fund's operations in Ghana, and shall furnish the Fund with such records, reports and information with regard to the progress of the relevant Plan of Operations as may be necessary for the discharge of the Fund's responsibilities.

(2) The Government shall permit any authorised officer of the Fund provided in accordance with Article VI to have access to the accounting and statistical records maintained under paragraph (1) of the Article and shall consult the Fund on its request with respect to the maintenance of such records.

Article VI

CO-OPERATION AND LIAISON

(1) In order to establish the close and cordial relationship of co-operation between officials of the Government and officers of the Fund necessary for the

efficient carrying out of any Plan of Operations, the Fund may make provision in consultation with the Government for duly authorised officers of the Fund to visit periodically or to be stationed in Ghana :

- (a) for consultation and co-operation with the appropriate officials of the Government with respect of the shipment, receipt, distribution and use of the supplies furnished by the Fund;
- (b) to consider and review the needs of the persons to be aided in Ghana;
- (c) to inform the Fund of the progress of any project provided for in a Plan of Operations and of any problems with regard to any such project which that Government may wish to submit to the Fund.

(2) For the purpose referred to in paragraph (1) of this Article, the Fund may maintain in Ghana an office through which its officers may be reached and through which it shall conduct its principal business.

(3) The Government shall permit such duly authorised officers of the Fund entire freedom to observe the handling, distribution and use of supplies provided by the Fund and the maintenance of any loaned capital goods, and to examine and comment upon the methods of such distribution.

(4) The Government shall facilitate employment by the Fund as officers, clerical staff or otherwise, of such residents in Ghana as may be required to discharge the functions of the Fund in connection with the Plan of Operations.

Article VII

PUBLIC INFORMATION

(1) 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.

(2) The Fund may cause such distinctive markings to be placed on any 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.

Article VIII

PRIVILEGES AND IMMUNITIES

(1) The Government shall, in Ghana, apply to the Fund, its assets, income and property, and to its staff the applicable provisions of the Convention on the

Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on the 13th February, 1946.¹

(2) Supplies and capital goods provided by the Fund in connection with any plan of operations shall be deemed to be imported into Ghana for the official use of the Fund.

(3) Staff of the Fund assigned to carry out any Plan of Operations made pursuant to the present Agreement shall be deemed to be "officials" within the meaning of the above Convention, provided that, unless otherwise agreed between the Government and the Fund, any person engaged by the Fund in Ghana in relation to any project to be carried out under any Plan of Operations who is a citizen or a resident of Ghana shall not be regarded as a member of the Staff of the Fund (1) if he is remunerated by payment calculated by the number of hours worked, or (2) if his remuneration is a charge to be borne by the Government in accordance with the present Agreement.

(4) Any tax, fee, toll or duty, other than those from which the Fund, its assets, income and property, and its staff are immune under the appropriate provisions of the above Convention, which may be imposed by the Government or any political sub-division thereof or any other public authority in Ghana on the Fund, its assets, income and property, and its staff in connection with the carrying out of a Plan of Operations shall be deemed to be costs incurred in the currency of Ghana and shall be defrayed by the Government.

Article IX

CLAIMS AGAINST THE FUND

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

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

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; 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, p. 384; Vol. 248, p. 358; Vol. 252, p. 308; Vol. 254, p. 404; Vol. 261, p. 373; Vol. 266, p. 363; Vol. 270, p. 372; Vol. 271, p. 382; Vol. 280, p. 346; Vol. 284, p. 361; Vol. 286, p. 329, and Vol. 308.

Article X

MODIFICATIONS AND DISAGREEMENTS

(1) The present Agreement may be modified in any manner agreed between the Government and the Fund.

(2) Any disagreement relating to the interpretation or application of the present Agreement or any Plan of Operations pursuant thereto which cannot be resolved by negotiations between the Government and the Fund 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 the Government to present his views to it, in writing and in person if he so desires.

Article XI

ENTRY INTO FORCE AND DURATION

(1) The present Agreement shall enter into force on the date of signature.

(2) Either party thereto may at any time give notice to the other that it desires to terminate this agreement. Upon the receipt of such notice no further Plans of Operations shall be made in accordance with Article I. Such notice shall take effect and this Agreement shall terminate in all other respects on the expiration of a reasonable period, after the completion or termination of all Plans of Operations, for the orderly liquidation of all the Fund's activities in Ghana arising from such Plans.

(3) Any other Agreements in force at the date of signature of the present Agreement between the Government and the Fund which relate to matters provided for in the present Agreement are hereby terminated. Such termination shall not affect anything done under or in accordance with such agreements, and any Plan of Operations made thereunder in force at such date of signature shall continue in force and shall be subject to the provisions of the present Agreement, as if it had been made in accordance with Article I.

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

DONE in the English language at United Nations Headquarters in New York this 12th day of August, 1958.

For the United Nations
Children's Fund :
Maurice PATE
Executive Director of UNICEF

For the Government
of Ghana :
Daniel A. CHAPMAN
Ambassador Extraordinary
and Plenipotentiary
Permanent Representative
to the United Nations