

No. 4772

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

**Agreement concerning the activities of UNICEF in Guinea.
Signed at Paris, on 20 March 1959, and at Conakry, on
8 June 1959**

Official text: French.

Registered ex officio on 17 June 1959.

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

**Accord concernant les activités du FISE en Guinée. Signé à
Paris, le 20 mars 1959, et à Conakry, le 8 juin 1959**

Texte officiel français.

Enregistré d'office le 17 juin 1959.

[TRANSLATION — TRADUCTION]

No. 4772. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUINEA AND THE UNITED NATIONS CHILDREN'S FUND CONCERNING THE ACTIVITIES OF UNICEF IN GUINEA. SIGNED AT PARIS, ON 20 MARCH 1959, AND AT CONAKRY, ON 8 JUNE 1959

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 the Republic of Guinea (hereinafter referred to as "the Government") has expressed the desire to receive the aid of the Fund for the benefit of children, 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 commitments to be undertaken by the Government and the Fund respectively, 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 to between the Government and the Fund. This Agreement shall then apply to such plans as amended.

¹ Came into force on 8 June 1959 by 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.

Article II

FURNISHING OF SUPPLIES AND SERVICES

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

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 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 during the period of loan, as may be provided in the approved plan.

B. The Fund shall entrust its supplies to the Government for handling and 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 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, 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 established for similar activities. No rations to which the persons to be aided are entitled at the time of the approval of a plan of operations shall be reduced by reason of the supplies provided by the Fund.

E. The Fund may, in agreement with the Government, 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 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 currency that is legal tender in Guinea 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 not expect the Fund to furnish supplies for the aid and benefit of children, adolescents and expectant and nursing mothers if the Government exports any supplies of the same or similar nature, except in special circumstances recognized as such 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 concerning 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 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 to be stationed in Guinea 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 Guinea, and to advise the Fund on the progress of approved plans of operations under this Agreement and on any problems which the Government may wish to submit to the Fund with regard to assistance to the persons to be aided in Guinea.

B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Guinea 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 nationals of Guinea as may be required to discharge the Fund's functions under this Agreement.

D. The Government shall permit duly authorized officers of the Fund to have access to the records, account books 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 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 arrangements, and meet the costs incurred in the currency of Guinea, for the housing, subsistence, motor transport and travel of the officers to be provided by the Fund under this article, for the establishment, equipment and maintenance of the office, for clerical and other assistance, for postal, telephonic and telegraphic 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 and income and its operations and transactions of whatsoever nature shall be exempt from all taxes, fees, tolls or duties imposed by the Government or by any other public authority in Guinea. The Fund shall also be exempt from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or by any other public authority.

B. No tax, fee, toll or duty shall be levied by the Government or by any other public authority on salaries or remuneration for personal services paid by the Fund to its officers, its employees or other Fund personnel.

C. The Government shall take such action as is necessary to give effect to the foregoing provisions of this article. In addition the Government shall take such further action as 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 preceding three sections of this article if its laws do not allow such exemptions.

Article VIII

CLAIMS AGAINST THE FUND

A. The Government shall assume full responsibility with respect to any claim brought against the Fund, its employees or its agents in Guinea in connexion 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 expense, the Fund, its employees or its agents against any such claim. In the event that the Government makes any payment under this article, it 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 to any claims brought against the Fund for injuries sustained by a staff member of the Fund.

Article IX

PRIVILEGES AND IMMUNITIES

The Government, in so far as it is not already bound to do so, shall apply to the Fund and its personnel the provisions of the United Nations Convention on Privileges and Immunities.¹

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

DURATION OF AGREEMENT

A. This Agreement 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 Guinea.

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; Vol. 308, p. 300, and Vol. 316, p. 268.

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 settlement. The Programme Committee shall invite a representative of Guinea to present his views to it, either in writing or in person, if he so desires.

DONE in the French language, in six copies.

For the Government
of the Republic of Guinea :

(Signed) Sékou TOURÉ

Conakry, 8 June 1959

For the United Nations
Children's Fund :

(Signed) Maurice PATE

Paris, 20 March 1959