

No. 4683

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

**Agreement (with annex) concerning the activities of UNICEF
in Lebanon. Signed at Beirut, on 3 July 1956**

Official text: French.

Registered ex officio on 1 March 1959.

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

**Accord (avec annexe) concernant les activités du FISE au
Liban. Signé à Beyrouth, le 3 juillet 1956**

Texte officiel français.

Enregistré d'office le 1^{er} mars 1959.

[TRANSLATION — TRADUCTION]

No. 4683. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE LEBANESE REPUBLIC AND THE UNITED NATIONS CHILDREN'S FUND CONCERNING THE ACTIVITIES OF UNICEF IN LEBANON. SIGNED AT BEIRUT, ON 3 JULY 1956

The Government of the Lebanese Republic and the United Nations Children's Fund,

Whereas the General Assembly of the United Nations, by resolution 57 (I) adopted on 11 December 1946² created a Children's 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 Lebanese Republic (hereinafter referred to as "the Government") has expressed the desire to receive the aid of the Fund for children, adolescents and expectant and nursing mothers (hereinafter referred to as "the persons to be aided") within its territories,

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 programme, the commitments proposed 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 6 January 1958, the date of its ratification by the Lebanese Government, in accordance with article X.

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 their respective commitments under any approved plan of operations, shall provide supplies and services for the persons to be aided in Lebanon.
- 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 with the policies adopted by the Fund in consultation with the Government.

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 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, 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 all arrangements for, and shall sustain all operational and administrative expenses or costs incurred in the currency of Lebanon 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 Lebanon 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 Lebanon, 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 Lebanon.

B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Lebanon 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 Lebanon 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 paragraph B of this article, the Government shall, in agreement with the Fund, make arrangements, and meet the costs incurred in the currency of Lebanon, 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, by any political subdivision thereof or by any other public authority in Lebanon. The Fund shall also be exempt from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government, by any political subdivision thereof or by any other public authority.

B. No tax, fee, toll or duty shall be levied by the Government, by any political subdivision thereof 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 who are not nationals or permanent residents of Lebanon.

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 paragraphs of this article if its laws do not allow such exceptions.

Article VIII

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 provided for them by the Convention on Privileges and Immunities adopted by the General Assembly of the United Nations,¹ to which Lebanon acceded on 10 March 1949.²

Article IX

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 X

PERIOD OF AGREEMENT

A. This Agreement shall come into force on the date of ratification. It shall remain in force during the period provided in the plans of operations approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Lebanon.

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.

² United Nations, *Treaty Series*, Vol. 26, p. 396.

B. In case of disagreement as to whether the terms of this Agreement are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the Fund for settlement.

DONE in the French language and signed at Beirut, on 3 July 1956.

For the Government
of the Lebanese Republic :
Fouad AMMOUN
Secretary-General of the Ministry
of Foreign Affairs

For the United Nations
Children's Fund :
Stewart SUTTON
Chief Representative
for the Eastern Mediterranean

Annex I attached

ANNEX I

1. Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations,¹ the Fund shall confer with the Government of the Lebanese Republic before providing officers to visit periodically or to be stationed in Lebanon in connexion with the assistance programmes of the Fund in Lebanon, in accordance with article VI, paragraph A, of the Agreement.
2. The first sentence of article VI, paragraph D, of the Agreement providing that "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" shall be understood to mean that the Government shall furnish authorized officers of the Fund with such relevant information or documents as the Fund may require.
3. The entire freedom which, under article VI, paragraph D, the Government shall permit authorized officers of the Fund to observe the handling, distribution and use of supplies at any time and at any place shall not confer on officers of the Fund the right to supervise these operations but shall mean only that such officers shall have entire freedom to witness the progress of these operations as "observers". Nevertheless, the foregoing shall not affect the right of authorized officers of the Fund to observe with entire freedom the maintenance of loaned capital goods in warehouses and to examine the processes and techniques of distribution and make observations thereon to the competent Government authorities.
4. Article VI, paragraph E, shall not have effect pending the conclusion, if necessary, of a special agreement.
5. The taxes, fees, tolls or duties referred to in article VII shall include income tax.

¹ See footnote 1, p. 155 of this volume.

6. Should the Government so request, the Fund shall furnish such information as it considers relevant to assist the Lebanese fiscal authorities, including a list of those Lebanese taxpayers with whom the Fund shall have established commercial relations.

7. It is agreed that article X, paragraph B, shall be replaced by the following :

“ In case of disagreement as to whether the terms of this Agreement (excepting article VIII) 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 Lebanon to present his views to it, either in writing or in person if he so desires. ”

DONE in the French language and signed at Beirut, on 3 July 1956.

For the Government
of the Lebanese Republic :

Fouad AMMOUN
Secretary-General of the Ministry
of Foreign Affairs

For the United Nations
Children's Fund :

Stewart SUTTON
Chief Representative
for the Eastern Mediterranean