

No. 4684

**UNITED NATIONS INTERNATIONAL CHILDREN'S
EMERGENCY FUND
and
EGYPT**

**Agreement concerning the activities of UNICEF in Egypt.
Signed at Cairo, on 18 May 1952**

**Protocol additional to the above-mentioned Agreement,
concerning claims against UNICEF. Signed at Cairo,
on 16 April 1956**

Official text: English.

Registered ex officio on 1 March 1959.

**FONDS INTERNATIONAL DES NATIONS UNIES
POUR LE SECOURS À L'ENFANCE
et
ÉGYPTE**

**Accord concernant les activités du FISE en Égypte. Signé
au Caire, le 18 mai 1952**

**Protocole additionnel à l'Accord susmentionné, concernant
les réclamations contre le FISE. Signé au Caire, le
16 avril 1956**

Texte officiel anglais.

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

No. 4684. AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE GOVERNMENT OF EGYPT CONCERNING THE ACTIVITIES OF UNICEF IN EGYPT. SIGNED AT CAIRO, ON 18 MAY 1952

WHEREAS the General Assembly of the United Nations, by Resolution 57, approved 11 December 1946,² created an International Children's Emergency Fund (hereinafter referred to as the Fund), and

WHEREAS the Fund now has resources and expects to receive additional resources and assets which the Executive Board of the Fund has determined shall be made available in part for the benefit of children and adolescents and expectant and nursing mothers of Egypt, and

WHEREAS the Government of Egypt (hereinafter referred to as the Government), desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers within its territories, and

WHEREAS representatives of the Fund and of the Government have considered the need for such aid in Egypt, and

WHEREAS the Government has submitted its own programme of aid for the benefit of children and adolescents and expectant and nursing mothers, and has drawn up plans of operation with respect to the proper utilization and distribution of supplies or other assistance which the Fund may provide, and the Fund has approved its own participation in said plans.

NOW, THEREFORE, the Government and the Fund have agreed as follows :

Article I

FURNISHING OF SUPPLIES AND SERVICES

A. The Fund, within its determination of requirements and the limits of its resources, will provide supplies and services for the aid and assistance of the children, adolescents, and expectant and nursing mothers of Egypt.

B. The Government will, in accordance with the approved plan of operations and such amendments as may be agreed upon at a later date by the Fund and

¹ Came into force on 9 January 1954 by ratification, in accordance with article IX.

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

the Government, provide supplies and services for the children, adolescents, and expectant and nursing mothers of Egypt and undertakes that the supplies furnished by the Fund will be distributed to and for the benefit of such persons in accordance with the aforesaid plan of operations.

C. The amount and the character of the supplies to be provided by the Fund and the Government respectively for the benefit of children, adolescents, and expectant and nursing mothers of Egypt, will be determined from time to time for such successive periods of operation as may be convenient, through mutual consultation and understanding between the Fund and the Government.

D. The Fund will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement.

Article II

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund, while retaining full ownership of its supplies until consumed or used by the ultimate recipient for whom these supplies are intended, will entrust its supplies to the Government or those agencies within Egypt mutually agreed upon between the Government and the Fund, for distribution on behalf of the Fund for the benefit of children, adolescents, and expectant and nursing mothers in Egypt, in accordance with the approved plan of operations and in conformity with the policies of the Fund.

B. The Government will distribute supplies furnished by the Fund in accordance with the approved plan of operations through the agencies, or channels, mutually approved from time to time by the Government and the Fund. In distributing or otherwise handling such supplies the Government shall act as agent for the Fund until the supplies are consumed or used.

C. The Government undertakes to see that these supplies are dispensed or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief. No plan currently in force at the time of approval of the plan of operations referred to in Section B of Article I shall be modified by reason of supplies furnished by the Fund so as to reduce the assistance by the Government for children, adolescents, and nursing and expectant mothers.

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 which the Government has established for similar activities.

E. The Government agrees that the Fund may in its discretion cause such distinctive markings to be placed upon the supplies provided by the Fund as the Fund may deem necessary to indicate that the supplies in question are intended for the aid and assistance of children and adolescents and expectant and nursing mothers under the auspices of the International Children's Emergency Fund.

F. No recipient of supplies provided by the Fund shall be required to pay directly or indirectly for the cost of these supplies.

G. The Government agrees to make all arrangements for, and to sustain all operational and administrative expenses or costs incurred in the currency of Egypt, with respect to the reception, unloading, warehousing, transportation, and distribution of the supplies furnished by the Fund.

Article III

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 for such special circumstances as may arise and be placed for consideration before the Programme Committee.

Article IV

RECORDS AND REPORTS

A. The Government will maintain adequate accounting and statistical records on the Fund's operations necessary to discharge the Fund's responsibilities, and will consult with the Fund, at its request, with respect to the maintenance of such records.

B. The Government will furnish the Fund with such records, reports and information as to the operation of the approved plan as the Fund may find necessary to the discharge of its responsibilities.

Article V

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 cooperation between representatives of the Government and the Fund respectively, at the operating level. To this end it is agreed that the Fund may provide duly authorized officers to visit or to be stationed in Egypt, and to be available for consultation and cooperation with the

appropriate officials of the Government with respect to the shipment, receipt, and distribution of the supplies furnished by the Fund, to consider and review the needs of children and adolescents and expectant and nursing mothers in Egypt, for the aid contemplated under this agreement, to advise the Headquarters of the Fund of the programme of operations under the agreement, and of any problems which the Government may care to submit to the Fund or its representatives with regard to aid and assistance for children and adolescents and expectant and nursing mothers in Egypt.

B. For the above purposes, the Fund may wish to maintain an office at the capital of the Government through which its officers may be reached and through which it will conduct its principal business.

C. The Government will facilitate employment by the Fund of such citizens of Egypt, as officers, clerical staff or otherwise, as may be required to discharge the Fund's functions under this agreement.

D. The Government will 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, as may be necessary to satisfy the Fund of the Government's compliance with the terms of this agreement. The Government shall further permit authorized officers of the Fund entire freedom to observe distribution of such supplies from time to time, and from place to place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. The Government will, in agreement with the Fund, make arrangements for, and sustain the cost of, expenses incurred in the currency of Egypt, with respect to the housing, subsistence, automobile transportation and travel of the officers to be provided by the Fund under this Article, and the establishing, equipping, and maintaining of the office which may be established at the capital of the Government under Section D of this Article, together with necessary clerical and other assistance, and postal, telegraphic and telephone communications, for the authorized activities of the officers and the office above mentioned.

Article VI

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 sub-division thereof or by any other public authority in Egypt. The Fund shall also be immune from 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 levied by the Government or any political sub-division 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.

C. The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary to insure 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.

Article VII

PRIVILEGES AND IMMUNITIES

The Fund, being a subsidiary organ of the United Nations, and its personnel are entitled to the privileges and immunities contained in the Convention on Privileges and Immunities of the United Nations¹ to which Egypt acceded on 17 September 1948.²

Article VIII

PUBLIC INFORMATION

The Government will afford the Fund opportunity for, and will cooperate with the Fund in, making public information regarding the delivery and distribution of supplies furnished by the Fund.

Article IX

PERIOD OF AGREEMENT

This Agreement will be ratified by the Government according to its constitutional procedures.

It shall remain in force at least until the supplies furnished by the Fund are finally consumed, plus a reasonable period for the completion of any orderly liquidation of all Fund activities in Egypt.

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

² United Nations, *Treaty Series*, Vol. 18, p. 382.

In case of disagreement as to whether the terms of this Agreement are being complied with, the matter will be referred to the Programme Committee of the Executive Board of the International Children's Emergency Fund for appropriate action.

For the Government
of Egypt :

(Signed) A. HASSOUNA
Minister of Foreign Affairs

For the United Nations
International Children's
Emergency Fund :
(Signed) Hans EHRENSTRALE
Chief UNICEF Representative

PROTOCOL¹ ADDITIONAL TO THE AGREEMENT OF
18 MAY 1952² BETWEEN THE UNITED NATIONS IN-
TERNATIONAL CHILDREN'S EMERGENCY FUND
AND EGYPT, CONCERNING CLAIMS AGAINST
UNICEF. SIGNED AT CAIRO, ON 16 APRIL 1956

WHEREAS the Government of Egypt (hereinafter referred to as "the Govern-
ment") and the United Nations Children's Fund (hereinafter referred to as
"the Fund") have concluded an Agreement dated 18 May 1952² providing for
aid by the Fund for the benefit of Children, adolescents and expectant and
nursing mothers within the territories of the Government.

The Government and the Fund have agreed as follows :

Article I

The Government shall assume full responsibility in respect to any claim
asserted against the Fund, its employees and agents, arising in Egypt in connec-
tion with any assistance which has been provided or may be provided by the
Fund at the Governments 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 the rights, claims and
interest which the Fund could have exercised against third parties.

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

Article II

This Protocol shall be regarded as an integral part of the Agreement between
the Government and the Fund dated 18 May 1952.

DONE in the English language.

For the Government
of Egypt :
(Signed) [illegible]
Cairo, 16 April 1956

For the United Nations
Children's Fund :
(Signed) Z. DAVIDIAN
Cairo, 16 April 1956

¹ Came into force on 16 April 1956 by signature.

² See p. 162 of this volume.