

**No. 5775**

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

**Agreement concerning the activities of UNICEF in Mali.  
Signed at Koulouba, on 17 November 1960, and at  
New York, on 23 June 1961**

*Official text: French.*

*Registered ex officio on 1 August 1961.*

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

**Accord concernant les activités du FISE au Mali. Signé à  
Koulouba, le 17 novembre 1960, et à New-York, le  
23 juin 1961**

*Texte officiel français.*

*Enregistré d'office le 1<sup>er</sup> août 1961.*

N° 5775. ACCORD<sup>1</sup> ENTRE LE FONDS DES NATIONS UNIES POUR L'ENFANCE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU MALI CONCERNANT LES ACTIVITÉS DU FISE AU MALI. SIGNÉ À KOULOUBA, LE 17 NOVEMBRE 1960, ET À NEW-YORK, LE 23 JUIN 1961

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Le Fonds des Nations Unies pour l'Enfance (ci-après dénommé « le FISE ») et le Gouvernement de la République du Mali (ci-après dénommé « le Gouvernement »)

CONSIDÉRANT que l'Assemblée générale des Nations Unies a créé le FISE, en tant qu'organe de l'Organisation des Nations Unies, afin de faire face, grâce à des fournitures, des moyens de formation et des conseils, aux besoins urgents et à long terme de l'enfance ainsi qu'à ses besoins persistants, notamment dans les pays insuffisamment développés, ceci afin de renforcer, toutes les fois que cela pourra être indiqué, les programmes permanents d'hygiène et de protection de l'enfance des pays bénéficiaires de l'assistance;

CONSIDÉRANT que le Gouvernement a manifesté le désir de recevoir l'assistance du FISE aux fins mentionnées ci-dessus,

Ont conclu le présent Accord.

*Article I*

DEMANDES ADRESSÉES AU FISE ET PLANS D'OPÉRATIONS

1. Le présent Accord définit les principes fondamentaux régissant les programmes auxquels participent le FISE et le Gouvernement ainsi que les obligations qui en découlent pour chacune des Parties.
2. Chaque fois que le Gouvernement désirera obtenir une assistance du FISE, il adressera à ce dernier une demande écrite contenant une description du programme qu'il envisage d'exécuter et des propositions touchant la participation respective du Gouvernement et du FISE au programme en question.
3. Lorsqu'il examinera ces demandes, le FISE tiendra compte des ressources disponibles et des principes qui le guident dans l'octroi de l'assistance ainsi que de la mesure dans laquelle l'assistance demandée est nécessaire.

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<sup>1</sup> Entré en vigueur le 23 juin 1961, dès la signature, conformément au paragraphe 1 de l'article VIII.

## [TRANSLATION — TRADUCTION]

No. 5775. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE REPUBLIC OF MALI CONCERNING THE ACTIVITIES OF UNICEF IN MALI. SIGNED AT KOULOUBA, ON 17 NOVEMBER 1960, AND AT NEW YORK, ON 23 JUNE 1961

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The United Nations Children's Fund (hereinafter called " UNICEF ") and the Government of the Republic of Mali (hereinafter called " the Government "),

WHEREAS the General Assembly of the United Nations established UNICEF as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in under-developed countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of countries receiving assistance;

WHEREAS the Government desires UNICEF co-operation for the above purposes;

Have entered into this Agreement.

*Article I*

REQUESTS TO UNICEF AND PLANS OF OPERATIONS

1. This Agreement establishes the basic conditions and the mutual undertakings governing projects in which UNICEF and the Government are participating.
2. Whenever the Government wishes to obtain the co-operation of UNICEF, it shall inform UNICEF in writing, giving a description of the proposed project and the extent of the proposed participation of the Government and UNICEF in its execution.
3. UNICEF shall consider such requests on the basis of its available resources, its assistance policies and the need for assistance.

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<sup>1</sup> Came into force on 23 June 1961, upon signature, in accordance with article VIII (1).

4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to the furnishing of supplies, equipment, services or other assistance, shall be set forth in a Plan of Operations to be signed by the Government and UNICEF, and when appropriate, by other organizations participating in the project. The provisions of this Agreement shall apply to each Plan of Operations.

### *Article II*

#### USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE FURNISHED BY UNICEF

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country, except as, in the case of transport and large items of equipment, may be otherwise provided in the Plan of Operations. UNICEF reserves the right to require the return of any supplies or equipment furnished by it which are not used for the purposes of the Plan of Operations.

2. The Government shall take the necessary measures to ensure that the supplies and equipment and other assistance furnished by UNICEF are distributed or used equitably and efficiently, without discrimination because of race, creed, nationality status or political belief, in accordance with the Plan of Operations. No beneficiary shall be required to pay for supplies furnished by UNICEF.

3. UNICEF may arrange to place on the supplies and equipment furnished by it such markings as are deemed necessary by UNICEF to indicate that the supplies are provided by UNICEF.

4. The Government shall make the arrangements for and shall pay the expenses relating to the reception, unloading, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF.

### *Article III*

#### ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

The Government shall maintain such accounting and statistical records with respect to the execution of Plans of Operations as may be mutually agreed to be necessary, and shall furnish any such records and reports to UNICEF at its request.

### *Article IV*

#### CO-OPERATION BETWEEN THE GOVERNMENT AND UNICEF

UNICEF may, from time to time, send authorized officers to the Republic of Mali for consultation and co-operation with the appropriate officials of the

Government with respect to the review and preparation of proposed projects and plans of operations, and the shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF; to advise UNICEF on the progress of the Plans of Operations and on any other matter relating to the application of this Agreement. The Government shall permit authorized officers of UNICEF observe all the phases of the execution of the Plans of Operations in the Republic of Mali.

### *Article V*

#### PUBLIC INFORMATION

The Government shall co-operate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

### *Article VI*

#### CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the provisions of this article, full responsibility in respect of claims resulting from the execution of Plans of Operations within the territory of the Republic of Mali.
2. The Government shall accordingly defend, indemnify and hold harmless UNICEF and its employees or agents against all liabilities, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property resulting from anything done or omitted to be done in the execution within the territory concerned of Plans of Operations made pursuant to this Agreement, not amounting to misconduct or negligence on the part of such employees or agents.
3. In the event of the Government making any payment in accordance with the provisions of paragraph 2 of this article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons.
4. This article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.
5. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph 2 of this article relates or for the fulfilment of the purposes of paragraph 3.

### *Article VII*

#### PRIVILEGES AND IMMUNITIES

The Government shall apply to UNICEF, as an organ of the United Nations, to its property, funds and assets, and to its officials, the provisions of

the Convention on the Privileges and Immunities of the United Nations,<sup>1</sup> to which the Republic of Mali is a party. No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF so long as they are used in accordance with the Plans of Operations.

### *Article VIII*

#### GENERAL PROVISIONS

This Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of UNICEF and of the Government have, on behalf of the Parties, respectively signed the present Agreement.

For the Government :

(*Signed*) Modibo KEITA  
President of the Government  
Koulouba, 17 November 1960

For the United Nations  
Children's Fund :

(*Signed*) Maurice PATE  
Executive Director  
New York, 23 June 1961

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<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, 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; Vol. 316, p. 268; Vol. 340, p. 323; Vol. 376, p. 402; Vol. 381, p. 348; Vol. 399.