

No. 7306

**UNITED NATIONS CHILDREN'S FUND
and
REPUBLIC OF CHINA**

**Agreement concerning the activities of UNICEF in the
Republic of China. Signed at Bangkok, on 8 April 1964,
and at Taipei, on 12 May 1964**

Official text: English.

Registered ex officio on 18 June 1964.

**FONDS DES NATIONS UNIES POUR L'ENFANCE
et
RÉPUBLIQUE DE CHINE**

**Accord concernant les activités du FISE dans la République
de Chine. Signé à Bangkok, le 8 avril 1964, et à Taïpeh,
le 12 mai 1964**

Texte officiel anglais.

Enregistré d'office le 18 juin 1964.

No. 7306. AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CONCERNING THE ACTIVITIES OF UNICEF IN THE REPUBLIC OF CHINA. SIGNED AT BANGKOK, ON 8 APRIL 1964, AND AT TAIPEI, ON 12 MAY 1964

The United Nations Children's Fund (hereinafter called "UNICEF") and the Government of the Republic of China (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 developing countries, with a view to strengthening, where appropriate, the permanent child health, child welfare and child education 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 participate.
2. Whenever the Government wishes to obtain the co-operation of UNICEF, it shall inform UNICEF in writing, through its national co-ordinating body for UNICEF affairs or through a representative designated by that body, 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.

¹ Came into force on 12 May 1964, the date of 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 authorized representative of the Government and of UNICEF, and when appropriate, by other international 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 the 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 AND PROVISION OF LOCAL SERVICES AND FACILITIES

1. UNICEF may maintain an office in the Republic of China and may assign authorized officers to visit or be stationed therein for consultation and

co-operation with the authorized 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 to observe the execution of the Plans of Operations in the Republic of China.

2. The Government, in agreement with UNICEF, shall make arrangements for and provide funds up to a mutually agreed amount to cover the cost of the following local services and facilities :

- a) establishment, equipment, and maintenance and rent of the office;
- b) the necessary local personnel;
- c) postage and telecommunications for official purposes;
- d) the necessary transportation of personnel within the country.

3. If UNICEF does not maintain an office in the Republic of China, it may, from time to time, send authorized officers to the Republic of China for the same purposes as set forth in paragraph 1 for an office.

4. The Government will, when requested, assist in finding suitable housing accommodation for international personnel of UNICEF assigned to the Republic of China.

Article V

PUBLIC INFORMATION

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

Article VI

CLAIMS AGAINST UNICEF

1. The Government shall deal with any claims which may be brought by third parties against UNICEF, its experts, agents or employees. It shall hold UNICEF, its experts, agents or employees harmless in case of claims resulting from operations under this Agreement, except where it is agreed by the Government and UNICEF that such claims arise from the gross negligence or wilful misconduct of the above-mentioned experts, agents or employees. The term 'claims', as it applies to the experts, agents or employees of UNICEF, shall in no case be construed as including any claims not directly connected

with the performance by such experts, agents or employees of their official duties in the course of the execution of the Plans of Operations concluded pursuant to this Agreement.

2. In the event of the Government making any payment in accordance with the provisions of paragraph 1 of this Article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons.

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

4. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph 1 of this Article relates or for the fulfilment of the purposes of paragraph 2.

Article VII

PRIVILEGES AND IMMUNITIES

For purposes connected with this Agreement, the Government, pending its accession to the Convention on the Privileges and Immunities of the United Nations,¹ agrees to provisionally extend to UNICEF, as an organ of the United Nations, to its property, funds and assets, and to its officials the same privileges and immunities as set forth in that document. 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

1. This Agreement shall enter into force on the date of signature. It shall, upon its entry into force, terminate and replace the Agreement between the International Children's Emergency Fund and the Government of the Republic of China, signed on 19 July 1950,² and the Additional Protocol concerning

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; Vol. 316, p. 368; Vol. 340, p. 323; Vol. 376, p. 402; Vol. 381, p. 348; Vol. 399, p. 249; Vol. 405, p. 275; Vol. 411, p. 289; Vol. 415, p. 422; Vol. 423, p. 276; Vol. 426, p. 333; Vol. 429, p. 246; Vol. 437, p. 331; Vol. 442, p. 293; Vol. 443, p. 310; Vol. 445, p. 287; Vol. 460, p. 293; Vol. 466, p. 374; Vol. 470, p. 373; Vol. 471, p. 294; Vol. 475, p. 346; Vol. 480, p. 308; Vol. 483, p. 288; Vol. 490 and Vol. 493.

² United Nations, *Treaty Series*, Vol. 94, p. 21; Vol. 402, p. 310, and p. 320 of this Volume.

claims against UNICEF, signed by the Representative of the Government of the Republic of China on 8 July, 1961 and by the Representative of UNICEF on 31 July, 1961.¹

2. This Agreement and the Plans of Operations may be modified by written agreement between the Parties hereto.

3. This Agreement may be terminated by either Party or by written notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until the termination of all Plans of Operations.

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

At Taipei, on 12 May 1964

For the Government of the Republic of China :

SHIH-MING KAO

Director, International Organizations Department, Ministry of Foreign Affairs

At Bangkok, on 8 April 1964

For the United Nations Children's Fund :

Brian JONES

Acting Director, UNICEF EAPRO

¹ United Nations, *Treaty Series*, Vol. 402, p. 310.