

No. 8635

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

**Agreement regulating conditions for the operation, in Chile,  
of the UNICEF Regional Office for the Americas. Signed  
at Santiago, on 30 November 1965**

*Official text: Spanish.*

*Registered ex officio on 5 June 1967.*

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

**Accord fixant les conditions de fonctionnement, au Chili, du  
Bureau régional du FISE pour les Amériques. Signé à  
Santiago, le 30 novembre 1965**

*Texte officiel espagnol.*

*Enregistré d'office le 5 juin 1967.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 8635. AGREEMENT<sup>3</sup> BETWEEN THE GOVERNMENT OF CHILE AND THE UNITED NATIONS CHILDREN'S FUND REGULATING CONDITIONS FOR THE OPERATION, IN CHILE, OF THE UNICEF REGIONAL OFFICE FOR THE AMERICAS. SIGNED AT SANTIAGO, ON 30 NOVEMBER 1965

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WHEREAS the Government of Chile has invited the United Nations Children's Fund to establish its Regional Office for the Americas in Santiago, Chile,

WHEREAS the United Nations Children's Fund has agreed to accept the invitation made by the Government of Chile,

NOW, THEREFORE, the Government of Chile and the United Nations Children's Fund have entered into this Agreement in a spirit of friendly co-operation.

*Article I*

DEFINITIONS

In this Agreement :

- (a) The expression " The Government " means the Government of the Republic of Chile;
- (b) The expression " UNICEF " means the United Nations Children's Fund;
- (c) The expression " competent Chilean authorities " means national or other authorities of the Republic of Chile, in accordance with Chilean law;
- (d) The expression " Executive Director " means the Executive Director of the United Nations Children's Fund;
- (e) The expression " UNICEF officials " means the permanent members of the UNICEF international staff employed by UNICEF at the Regional Office for the Americas;
- (f) The expression " UNICEF Regional Headquarters " means the premises occupied by the Regional Office for the Americas;

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<sup>1</sup> Translation provided by the United Nations Children's Fund.

<sup>2</sup> Traduction transmise par le Fonds des Nations Unies pour l'enfance.

<sup>3</sup> In accordance with article IX (1), the Agreement came into force on 5 June 1967, the date of receipt by the United Nations Children's Fund of the notification from the Government of Chile signifying that it had been approved under the provisions of the Chilean Constitution.

- (g) The expression "property" as used in this Agreement means all property, including funds and assets, belonging to UNICEF or held or administered by UNICEF in furtherance of its constitutional functions, and, in general, all income of UNICEF.

### *Article II*

#### CO-OPERATION ON THE PART OF UNICEF AND CONTINUATION OF AGREEMENTS IN FORCE

UNICEF shall continue to co-operate in child health and welfare programmes operated by the Government in accordance with the provisions of the Agreement signed between the Government and UNICEF on 3 March 1950.<sup>1</sup> Insofar as they have not been modified by this Agreement, the provisions of the above-mentioned Agreement and those of the Additional Protocol to it, signed on 11 June 1956,<sup>2</sup> shall remain in force.

### *Article III*

#### IMMUNITY FROM LEGAL PROCESS

1. The Government recognizes the immunity from legal process of UNICEF Regional Headquarters, which shall be under the authority and administration of UNICEF, as provided in this Agreement.
2. The UNICEF Regional Headquarters shall be inviolable.
3. Without prejudice to the provisions of article VII, UNICEF undertakes not to permit its Headquarters to be used as a refuge by persons who are avoiding arrest under any law of the Republic of Chile or who are required by the Government, or who are endeavouring to avoid service of legal process or a judicial proceeding.

### *Article IV*

#### COMMUNICATIONS

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government or organization, including foreign diplomatic missions in Chile.
2. UNICEF shall be entitled, for its official purpose, to use the State Railways under the same conditions as may be granted to resident diplomatic missions.
3. No censorship shall be applied to the official correspondence or other communications of UNICEF. Such immunity shall extend to printed matter,

<sup>1</sup> United Nations, *Treaty Series*, Vol. 126, p. 119, and Vol. 354, p. 398.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 354, p. 398.

photographs, slides, films and sound recordings, this list being subject to amplification by mutual agreement. UNICEF shall have the right to use codes and to dispatch and receive correspondence either by courier or in sealed pouches. Nothing in this section may be construed to preclude the adoption of appropriate security measures to be determined by agreement between the Government and UNICEF.

### *Article V*

#### UNICEF PROPERTY AND TAXATION

1. UNICEF and its property, wherever situated and by whomsoever held, shall enjoy immunity from legal process, except insofar as in any particular case UNICEF shall have expressly waived such immunity. It is, however, understood that no waiver of immunity shall extend to any enforcement measure.
2. The property and assets of UNICEF, wherever situated and by whomsoever held, shall be immune from search, seizure, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The archives of UNICEF, and in general all documents belonging to or held by it, shall be inviolable.
4. The assets, income and other property of UNICEF shall be exempt :
  - (a) From any form of direct taxation; it is understood, however, that UNICEF will not claim exemption from taxes which are in fact no more than charges for public utility services;
  - (b) From customs duties and import prohibitions and restrictions on articles imported by UNICEF for its official use; it is understood, however, that articles imported under such exemption will not be sold within the country, except under conditions to be agreed upon between the Government and UNICEF;
  - (c) From customs duties and prohibitions and restrictions in respect of the import and export of its publications.

### *Article VI*

#### FINANCIAL AND EXCHANGE FACILITIES

1. UNICEF shall not be subject to any financial controls, regulations or moratoria, and may freely :

- (a) Acquire negotiable currencies from authorized commercial agencies, hold them and use them; operate foreign currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold;
  - (b) Transfer funds, securities, foreign currencies and gold to or from the Republic of Chile, to or from any other country, or within the Republic of Chile itself.
2. In exercising its rights under this section, UNICEF shall pay due regard to any representations made by the Government and shall give effect to such representations so far as this is possible without detriment to the interests of UNICEF.

### *Article VII*

#### UNICEF OFFICIALS

1. Within the territory of the Republic of Chile UNICEF officials shall enjoy the following privileges and immunities :
- (a) Immunity from personal arrest or detention;
  - (b) Immunity from seizure of their personal and official baggage;
  - (c) Immunity from legal process of any kind in respect of words spoken or written and of all acts performed by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of UNICEF;
  - (d) Exemption from any form of direct taxation on salaries, remuneration and allowances paid by UNICEF;
  - (e) Exemption for officials who are not of Chilean nationality from any form of direct taxation on income derived from sources outside the Republic of Chile;
  - (f) Exemption for themselves, their spouses and relatives dependent on them from registration as aliens and from immigration restrictions;
  - (g) Freedom for officials who are not of Chilean nationality to maintain, within the Republic of Chile or elsewhere, foreign securities, foreign currency accounts, and movable or immovable property; and, on termination of their employment by UNICEF, the right to take their funds out of the Republic of Chile, without any restrictions or limitations, in the currencies and in the amounts brought by them into the Republic of Chile through authorized channels;

- (h) The same repatriation facilities and the same rights to protection by the Chilean authorities for themselves, their families and dependents as are accorded to members of diplomatic missions in times of international tension.
  - (i) UNICEF officials shall have the right to import, free of customs duties and other import levies, prohibitions and restrictions, their furniture and effects, including one motor car, on first taking up their post in the Republic of Chile. The general regulations for the resident diplomatic corps shall apply to the transfer of each motor car.
2. All officials of UNICEF shall be provided with a special identity card certifying that they are UNICEF officials enjoying the privileges and immunities set forth in this Agreement.
  3. Insofar as the provisions of the Constitution permit, the Government shall accord to the Regional Director and other permanent senior international officials of UNICEF, recognized as such by the Ministry of Foreign Affairs, the diplomatic privileges and immunities granted to the Executive Secretary and permanent senior international staff of the Economic Commission for Latin America and Directors of other Regional Offices of the United Nations established in Chile. For this purpose, the said permanent senior international officials of UNICEF shall be assigned by the Ministry of Foreign Affairs to the appropriate diplomatic categories and shall enjoy the customs exemptions specified in section 1901 of the Customs Tariff.
  4. The privileges and immunities accorded under this Agreement are granted in the interests of UNICEF and not for the personal benefit of the individuals concerned. The Executive Director shall waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNICEF.
  5. UNICEF and its officials shall co-operate at all times with the Chilean authorities to facilitate the proper administration of justice, ensure the observance of police regulations and prevent the occurrence of any abuse in the exercise of the privileges and immunities conferred by this Agreement.

### *Article VIII*

#### GENERAL PROVISIONS

1. The Executive Director shall take every precaution to prevent any abuse in the exercise of the privileges and immunities conferred by this Agreement and for this purpose shall establish such regulations as he may deem necessary and expedient for officials of UNICEF.

2. Should the Government consider that an abuse has occurred in the exercise of the privileges and immunities conferred by this Agreement, the Executive Director shall, at the request of the Government, consult with the appropriate Chilean authorities to determine whether such an abuse has occurred. If such consultations fail to achieve results satisfactory to the Executive Director and the Government, the matter shall be settled in accordance with the procedure laid down in article VIII, section 30, of the Convention on the Privileges and Immunities of the United Nations.<sup>1</sup>

#### *Article IX*

1. This Agreement shall enter into force the day on which UNICEF receives from the Government written notification to the effect that the Agreement has obtained legislative approval in accordance with the provisions of the Chilean Constitution. Without prejudice to the foregoing, all parts of the Agreement which may be put into effect by virtue of the legal powers of the President of the Republic of Chile shall be applicable from the date on which the Agreement is signed.
2. Consultations with respect to the modification of this Agreement may be entered into at the request of the Government or of UNICEF. Any such modification shall be by mutual consent.
3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to attain its objective in Latin America.
4. Wherever this Agreement imposes obligations on the appropriate Chilean authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.
5. This Agreement shall cease to be in force six months after either of the Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions in this Agreement and the Agreement referred to in article II which may apply to the normal cessation of the activities of UNICEF in Chile and the disposal of its property in Chile.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed this Agreement, in duplicate, in the Spanish language, both texts being equally authentic, at Santiago, on 30 November 1965.

For the Government of Chile :  
Gabriel VALDES  
Minister for Foreign Affairs

For UNICEF :  
Henry R. LABOUISSÉ  
Executive Director

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 1, p. 15, and Vol. 90, p. 327 (corrigendum to Vol. 1, p. 18).  
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