

No. 8807

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

**Agreement concerning the activities of the United Nations
Children's Fund in Brazil. Signed at New York, on
28 March 1966**

Official text: English.

Registered ex officio on 23 October 1967.

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

**Accord concernant les activités du Fonds des Nations Unies
pour l'enfance au Brésil. Signé à New York, le
28 mars 1966**

Texte officiel anglais.

Enregistré d'office le 23 octobre 1967.

No. 8807. AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF BRAZIL CONCERNING THE ACTIVITIES OF THE UNITED NATIONS CHILDREN'S FUND IN BRAZIL. SIGNED AT NEW YORK, ON 28 MARCH 1966

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 underdeveloped 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;

The United Nations Children's Fund (hereinafter called "UNICEF") and the Government of the United States of Brazil (hereinafter called "the Government") 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.
4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to the furnishing of

¹ Came into force on 23 October 1967, the date on which the United Nations Children's Fund received written notification from the Government of Brazil that its approval constitutionally required in Brazil had been obtained, in accordance with article VIII (1).

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 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 AND PROVISION OF LOCAL SERVICES AND FACILITIES

1. UNICEF may maintain an office in Brazil and may assign authorized officers to visit or be stationed therein 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 to observe all the phases of the execution of the Plans of Operations in Brazil.

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

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

3. The Government shall also facilitate the provision of suitable housing accommodations for international personnel of UNICEF assigned to Brazil.

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

The Government shall be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of Plans of Operations made pursuant to this Agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or willful misconduct of such experts, agents or employees. This Article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.

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 Nations¹ (to which Brazil 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

1. This Agreement shall enter into force on the date on which UNICEF receives written notice from the Government that the approval constitutionally required in Brazil has been obtained. As of the date of entering into force, this Agreement will supersede the Agreement signed by the Government and UNICEF on 9th June 1950.²
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 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 in the English language.

For the Government:

MIGUEL PARANHOS DO RIO BRANCO
Minister Plenipotentiary
Brazilian Mission to the United
Nations, Chargé d'Affaires a.i.

For the United Nations
Children's Fund:

Dr. Oscar VARGAS-MÉNDEZ
Director, Regional Office
for the Americas

Signed at United Nations Headquarters
New York, 28 March 1966

¹ United Nations, *Treaty Series*, Vol. I, p. 15, and Vol. 90, p. 327 (corrigendum to Vol. I, p. 18).

² United Nations, *Treaty Series*, Vol. 66, p. 75, and p. 256 of this volume.