

No. 9398

UNITED NATIONS CHILDREN'S FUND
and
URUGUAY

**Agreement concerning the activities of the United Nations
Children's Fund in Uruguay (with additional protocol).
Signed at Montevideo on 18 December 1956**

Authentic texts: English and Spanish.

Registered ex officio on 1 February 1969.

FONDS DES NATIONS UNIES POUR L'ENFANCE
et
URUGUAY

**Accord concernant les activités du Fonds des Nations Unies
pour l'enfance en Uruguay (avec protocole additionnel).
Signé à Montevideo le 18 décembre 1956**

Textes authentiques: anglais et espagnol.

Enregistré d'office le 1^{er} février 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF URUGUAY AND THE UNITED NATIONS CHILDREN'S FUND

Whereas the General Assembly of the United Nations, by Resolution 57 (I)² adopted on 11 December 1946, created an international Children's Emergency Fund (hereinafter referred to as "the Fund") as a subsidiary organ of the United Nations, and amended its terms of reference by Resolution 417 (V),³ adopted 1 December 1950, and

Whereas the Government of Uruguay (hereinafter referred to as the "the Government"), desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers (hereinafter referred to "the persons to be aided") within its territories.

Now, therefore, the Government and the Fund have agreed as follows:

Article I

PLANS OF OPERATIONS

A. On each occasion that the Government wishes to obtain assistance from the Fund, it shall prepare a plan of operations describing the proposed project, the respective commitments proposed to be undertaken by the Government and the Fund, and the means proposed to ensure the proper use and distribution of supplies or other assistance which the Fund may provide.

B. The Fund, after examining the need for such assistance and taking into account available resources, will decide on its own participation in the proposed plan, and the Government and the Fund will agree on a mutually acceptable plan of operations (hereinafter referred to as the "approved plan"). Approved plans may be amended, should circumstances so require, in any manner agreed to between the Government and the Fund. The present Agreement shall then apply to such plan as amended.

¹ Came into force on 18 January 1969, the date on which the Government of Uruguay notified United Nations Children's Fund that it had been ratified as provided for by the Constitutional Law of Uruguay, in accordance with article XI.

² United Nations, *Official Records of the General Assembly, First Session*, (A/64/Add. 1), p. 90.

³ United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A/1775), p. 40.

Article II

FURNISHING OF SUPPLIES AND SERVICES

- A. The Government and the Fund, in accordance with their respective commitments under any approved plan of operations, shall provide supplies and services for the persons to be aided in Uruguay.
- B. The Fund shall provide the supplies and services under this Agreement free of charge.
- C. The Government undertakes that the supplies and services provided by the Fund shall be distributed to, or made available for the benefit of, the persons to be aided, in accordance with the approved plan of operations and in conformity with the policies of the Fund.

Article III

TRANSFER AND DISTRIBUTION OF SUPPLIES

- A. The Fund shall retain full ownership of its supplies until consumed or used by the persons to be aided, or, in the case of capital goods, until the transfer of title, or, during the period of loan, as may be provided for in the approved plan.
- B. The Fund shall entrust its supplies to the Government for handling or distribution on behalf of the Fund for the benefit of the persons to be aided. In distributing or otherwise handling such supplies, the Government shall act as agent for the Fund. In discharging this responsibility, the Government may avail itself of the services of agencies within the country and chosen by mutual agreement between the Government and the Fund.
- C. The Government undertakes to see that these supplies are used, dispensed, or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief.
- 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 or other resources which the Government or other authorities within the country have established for similar activities. No ration plan in force at the time of the approval of a plan of operations shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.
- E. The Fund, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Fund to indicate that such supplies are provided under the auspices of the Fund and are intended for the persons to be aided.

F. The persons to be aided shall not be required to pay directly or indirectly for the cost of any supplies or services provided by the Fund.

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

Article IV

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 in such special circumstances as may arise and are approved by the Programme Committee of the Executive Board of the Fund.

Article V

RECORDS AND REPORTS

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

B. The Government shall furnish the Fund with such records, reports and information as to the operation of approved plans as the Fund may find necessary to the discharge of the responsibilities entrusted to it by the General Assembly.

Article VI

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 officials of the Government and officers of the Fund. The Fund shall provide duly authorized officers to visit periodically or be stationed in Uruguay for consultation and cooperation with the appropriate officials of the Government with respect to the shipment, receipt, and use or distribution of the supplies furnished by the Fund, to consider and review the needs of the persons to be aided in Uruguay, to advise the Fund on the progress of approved plans of operations under the present Agreement, and of any problems which the Government may wish to submit to the Fund with regard to assistance for the benefit of the persons to be aided in Uruguay.

B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Uruguay through which its officers may be reached and through which it will conduct its principal business.

C. The Government shall facilitate employment by the Fund, as officers, clerical staff or otherwise, of such residents and citizens of Uruguay as may be required to discharge the Fund's functions under the present Agreement.

D. The Government shall 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. The Government shall further permit authorized officers of the Fund entire freedom to observe the handling, distribution, and use of such supplies and the maintenance of loaned capital goods at any time and at any place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. If an office is established in the territory of the Government under Section B of this Article, the Government shall, in agreement with the Fund, make arrangements for, and meet the cost of, expenses incurred in the currency of Uruguay, for the housing, subsistence, automobile transportation, and travel of the officers to be provided by the Fund under this article, for the establishing, equipping and maintaining of the office, for clerical and other assistance, for postal, telegraphic and telephone communications, and for other services necessary to carry out the activities provided for by this Article.

Article VII

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, or duties imposed by the Government or by any political sub-division thereof or by any other public authority in Uruguay. The Fund shall also be immune from the 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 who are not subject of Uruguay or permanent residents thereof.

C. The Government shall take such action as is necessary for the purpose of giving effect to the foregoing provisions of this Article. In addition, the Government shall take whatever other action may be necessary to ensure 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.

D. The Government shall undertake to pay all taxes, fees, tolls, or duties referred to in the above three paragraphs of this Article if its laws do now allow such exceptions.

Article VIII

CLAIMS AGAINST THE FUND

A. The Government shall assume full responsibility in respect to any claim asserted against the Fund, its employees and agents, arising in Uruguay in connection with any assistance which has been provided or may be provided by the Fund at the Government's 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.

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

Article IX

PRIVILEGES AND IMMUNITIES

Until such time as the Government of the Republic of Uruguay ratifies the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on the Privileges and Immunities of the Specialized agencies,² the Government will extend to the Fund, its experts and employees the privileges and immunities provided for these Conventions.

Article X

PUBLIC INFORMATION

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

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

² United Nations, *Treaty Series*, Vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see Vol. 71, p. 318; Vol. 79, p. 326; Vol. 117, p. 386; Vol. 275, p. 298; Vol. 314, p. 308; Vol. 323, p. 364; Vol. 327, p. 326; Vol. 371, p. 266; Vol. 423, p. 284, and Vol. 559, p. 348.

Article XI

PERIOD OF AGREEMENT

A. The present Agreement shall come into force on the date on which the Government notifies UNICEF of its ratification in accordance with the provisions of the Constitutional Law of Uruguay. It shall remain in force until the termination of all plans of operations approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Uruguay.

B. In case of disagreement as to whether the terms of this Agreement (excepting Article IX) are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the Fund for appropriate action. The Programme Committee will invite a representative of Uruguay to present his views to it, in writing and in person, if he so desires.

DONE in the English and Spanish languages, both texts being equally valid, Montevideo, this 18 day of December, 1956.

For the Government
of the Republic of Uruguay:

Francisco GAMARRA
Minister of Foreign Affairs

For the United Nations
Children's Fund:

Roberto ESGUERRA BARRY
UNICEF Field Representative

ADDITIONAL EXPLANATORY PROTOCOL

With reference to Article VIII of the Basic Agreement it is understood that the expression "any claim asserted against the Fund, its employees and agents, arising in Uruguay in connection with any assistance which has been provided or may be provided by the Fund at the Government's request", shall not be deemed to include any claims arising from wilfull or reckless acts or omissions, attributable to employees or agents of the Fund.

Montevideo, this 18 day of December, 1956

For the Government
of the Republic of Uruguay:

Francisco GAMARRA
Minister of Foreign Affairs

For the United Nations
Children's Fund:

Roberto ESGUERRA BARRY
UNICEF Field Representative