No. 9736

UNITED NATIONS CHILDREN'S FUND
and
SINGAPORE

Agreement concerning the activities of UNICEF in Singapore. Signed at Bangkok on 8 July 1969 and Singapore on 31 July 1969

Authentic text: English.

Registered ex officio *on 31 July 1969.*

FONDS DES NATIONS UNIES POUR L'ENFANCE
et
SINGAPOUR

Accord concernant les activités du FISE à Singapour. Signé à Bangkok le 8 juillet 1969 et à Singapour le 31 juillet 1969

Texte authentique: anglais.

Enregistré d'office le 31 juillet 1969.

AGREEMENT [1] BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF SINGAPORE

The United Nations Children's Fund (hereinafter called " UNICEF ") and the Government of Singapore (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.

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

[1] Came into force on 31 July 1969 by signature, in accordance with article VIII.

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 Governement 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

1. UNICEF may, from time to time, send authorized officers to Singapore 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 Singapore.

2. The Government, in agreement with UNICEF, shall provide funds up to a mutually agreed amount to cover the cost of certain local services and facilities of the UNICEF Area Office servicing Singapore.

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, responsibility in respect of claims resulting from the execution of Plans of Operations within the territory of Singapore.

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 of Singapore, 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 previsions 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 provision of the Convention on the Privileges and Immunities of the United Nations [1] (to which Singapore 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 of signature.

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.

For the Government:

CHAN KENG HOWE
Permanent Secretary
Ministry of Foreign Affairs
Singapore
31-7-69

[SEAL]

David S. BURGESS
UNICEF Representative

Bangkok, Thailand
8th July 1969

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