

No. 11353

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

Agreement relating to co-operation in assisting developing nations in programmes benefitting children and adolescents. Signed at New York on 20 and 21 September 1971

Authentic text: English.

Registered ex officio on 21 September 1971.

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

Accord de coopération aux fins d'assistance aux nations en voie de développement pour l'exécution de programmes devant bénéficier aux enfants et aux adolescents. Signé à New York les 20 et 21 septembre 1971

Texte authentique: anglais.

Enregistré d'office le 21 septembre 1971.

AGREEMENT ¹ BETWEEN THE GOVERNMENT OF FINLAND AND THE UNITED NATIONS CHILDREN'S FUND RELATING TO CO-OPERATION IN ASSISTING DEVELOPING NATIONS IN PROGRAMMES BENEFITTING CHILDREN AND ADOLESCENTS

AGREEMENT between the Government of Finland (hereinafter referred to as "the Government") and United Nations Children's Fund (hereinafter referred to as "UNICEF").

WHEREAS the Government is conscious of the great importance which must be attached to assisting developing nations in improving the conditions of children and adolescents in the frame of their national development plans and efforts, and

WHEREAS the Government is aware of the role UNICEF has in extending, stimulating and co-ordinating such assistance, and

WHEREAS the Government desires to strengthen its co-operation with UNICEF by making, in addition to its regular annual contributions, earmarked contributions to UNICEF to enable the implementation of mutually agreed projects, and

WHEREAS the Executive Director of UNICEF is authorized to receive such earmarked contributions in accordance with decisions of the UNICEF Executive Board at its sessions of June 1968 (doc. E/ICEF/576) and May 1969 (doc. E/ICEF/590).

NOW THEREFORE, the Government and UNICEF hereby agree as follows:

Article I

BASIC AUTHORITY OF UNICEF

Subject to the scope of functions assigned to UNICEF by Resolutions of the General Assembly of the United Nations, notably Resolutions 57 (I), ² 417 (V) ³

¹ Came into force on 21 September 1971 by signature, in accordance with article VI.

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

³ *Ibid.*, *Fifth Session, Supplement No. 20 (A/1775)*, p. 40.

and 802 (VIII),¹ and more recently 2432 (XXIII)² and 2582 (XXIV)³ UNICEF is authorized to provide assistance to Governments of developing nations (hereinafter referred to as "Recipient Governments") in programmes benefiting children and adolescents.

Article II

SELECTION AND ADMINISTRATION OF PROJECTS

1. In the first months of every calendar year, UNICEF will submit to the Government a list of projects proposed for financing during the fiscal year, which is the calendar year. These projects will either form part of the UNICEF regular programme for which commitments will be approved by the UNICEF Executive Board, or will be in the category of « noted » projects (i.e. projects "noted" by the UNICEF Executive Board as worthy of support but for which no commitments can be made because of lack of funds). UNICEF will provide appropriate documentation on individual projects on request by the Government.

2. As soon as possible after receipt of the list, the Government, in consultation with UNICEF, will select an entire project, or identifiable part of a project (in both instances hereinafter referred to as "the project"), which it wishes to support. The Government will then notify UNICEF accordingly and will indicate the amount of its contribution to be earmarked for the project. The Government will also state whether this amount will be remitted at one time or paid in annual instalments in accordance with the requirements of the project. UNICEF will then inform the prospective Recipient Government of the proposed financing by the Government and will notify the Government whether or not such financing is approved.

3. In accordance with standing practices and policies, UNICEF will negotiate and conclude a Plan of Operation with the Recipient Government on the project. The Plan of Operation will be signed by the Recipient Government, the Specialized Agency(cies) of the United Nations responsible for the technical approval of the project, and UNICEF. The Government will receive a copy of the Plan of Operation after it has been duly signed by all parties.

4. The Recipient Government is responsible for the implementation of projects in line with the standard UNICEF procedure. The obligations of the

¹ United Nations, *Official Records of the General Assembly, Eighth Session, Supplement No. 17 (A/2630)*, p. 53.

² *Ibid.*, *Twenty-third Session, Supplement No. 18 (A/7218)*, p. 43.

³ *Ibid.*, *Twenty-fourth Session, Supplement No. 30 (A/7630)*, p. 57.

Recipient Government are spelled out in the Plan of Operation. The role of the Specialized Agencies will be described in the relevant section of the Plan of Operation. The Plan of Operation will also spell out the nature of the assistance to be provided by UNICEF, e.g. supplies, equipment (including freight) and other assistance. UNICEF is given the right to maintain field observation on the execution of the project, and to obtain information on its implementation on a regular basis.

5. UNICEF will provide the Government with a report on the progress of the project not later than twelve months following the pledge of the Government to support it. Such reports will continue to be made available in the subsequent years until the completion of the project.

6. UNICEF will provide the Government, if so desired, with appropriate narrative and pictorial material relating to the project which may be used for public information purposes. In agreement with the Recipient Government, UNICEF will facilitate visits of representatives of the Government to the site of the project if so desired.

Article III

FINANCIAL ARRANGEMENTS

1. For the purpose of enabling UNICEF to discharge its commitment towards the project; the Government will make available to UNICEF an earmarked contribution. Payment will be made in the manner notified by the Government to UNICEF as specified in Article II, Section 2 not later than the date that UNICEF confirms to the Government that the project is ready to proceed. If payment is not made in one amount, the instalments will be at least equal to the amounts required to cover the UNICEF annual allocations to the project. The amounts will be paid in convertible currency and shall be expressed in United States dollars.

2. UNICEF shall not charge the Government with any of its general overhead expenditure incurred in the implementation of the project.

3. UNICEF shall administer and account for the contribution in accordance with its financial regulations and other applicable rules. It is understood that UNICEF will not assume any liability on behalf of the Government in excess of the amount of the earmarked contribution. All financial commitments and expenditures made by UNICEF with respect to assistance provided under this Agreement shall be expressed in United States dollars.

4. In addition to the reports on the progress of the project referred to in Article II, Section 5, UNICEF will provide the Government annually with statements of account showing the use of its contribution for the implementation of the project during the previous calendar year.

5. It is understood that any amounts that may remain unspent upon completion of the project shall normally be used for another project selected by the Government in consultation with UNICEF.

6. If the costs incurred by UNICEF in the implementation of the project exceed the estimated expenditure on which the contribution of the Government has been based, UNICEF may request the Government to increase its contribution accordingly.

Article IV

AUTHORIZED REPRESENTATIVES OF THE PARTIES

In matters relating to the implementation of this Agreement, including supplementary agreements and arrangements, the Ministry of Foreign Affairs shall represent the Government of Finland, and the Executive Director of UNICEF, or any person designated by him, shall represent UNICEF.

Article V

SUPPLEMENTARY AGREEMENTS AND ARRANGEMENTS

The Parties may enter into such supplementary agreements and arrangements for the implementation of this Agreement as may be found desirable in the light of experience.

Article VI

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force upon signature by both Parties.
2. This Agreement shall remain in force until either Party considers that the co-operation envisaged therein can no longer appropriately or effectively be

carried out, at which time this Agreement may be terminated by mutual consent or by either Party serving six months' written notice on the other Party.

For The Government
of Finland:

[Signed — Signé]¹

Place and date:

New York, 21 September 1971

For the United Nations
Children's Fund:

[Signed — Signé]²

Place and date:

New York, 20 September 1971

¹ Signed by Max Jakobson — Signé par Max Jakobson.

² Signed by Henry R. Labouisse — Signé par Henry R. Labouisse.