

## **II**

### ***Treaties and international agreements***

*filed and recorded*

*from 29 November 1973 to 12 December 1973*

*No. 707*

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### ***Traités et accords internationaux***

*classés et inscrits au répertoire*

*du 29 novembre 1973 au 12 décembre 1973*

*N° 707*

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**UNITED NATIONS  
(UNITED NATIONS CHILDREN'S FUND)  
and  
BANGLADESH**

**Basic Agreement concerning the activities of UNICEF in  
Bangladesh. Signed at Dacca on 7 December 1973**

*Authentic text: English.*

*Filed and recorded by the Secretariat on 7 December 1973.*

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**ORGANISATION DES NATIONS UNIES  
(FONDS DES NATIONS UNIES POUR  
L'ENFANCE)**

**et  
BANGLADESH**

**Accord de base concernant les activités du FISE au  
Bangladesh. Signé à Dacca le 7 décembre 1973**

*Texte authentique: anglais.*

*Classé et inscrit au répertoire par le Secrétariat le 7 décembre 1973.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations 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 developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of countries receiving assistance; and

WHEREAS the Government of the People's Republic of Bangladesh (hereinafter called "the Government") desires UNICEF co-operation for the above purposes.

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

### *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 plans 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 plans 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 or large items of equipment, may be otherwise provided in the plans of operations. UNICEF reserves the right to require the return of any

<sup>1</sup> Came into force on 7 December 1973 by signature, in accordance with article VIII (1).

supplies or equipment furnished by it which are not used for the purposes of the plans 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 plans of operations. No beneficiary shall be required to pay for supplies furnished by UNICEF except to the extent that payment is expressly provided for in the applicable plans of operations.

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 arrangements and pay for, in the currency of Bangladesh, the expenses relating to reception, unloading, duties and taxes, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF, after their arrival in the country.

### *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 offices in Bangladesh and may assign authorised 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, and 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 authorised officers of UNICEF to observe all the phases of the execution of the plans of operations in Bangladesh.

2. The Government, in agreement with UNICEF, shall make arrangements for 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 tele-communications for official purposes;
- (d) transportation of personnel within the country and subsistence allowance.

3. The Government shall facilitate the provision of suitable housing accommodation for foreign personnel of UNICEF assigned to Bangladesh. The expenditure for such accommodation will, however, be borne by the UNICEF.

*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 within the territory of Bangladesh, resulting from the execution of plans of operations.

2. The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and 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 arises from the gross negligence or wilful misconduct of such experts, agents or employees.

3. In the event of the Government making any payment in accordance with the provisions 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 provisions of the Convention on the privileges and immunities of the United Nations, 1946.<sup>1</sup>

*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.

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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).

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  
of the People's Republic  
of Bangladesh:

*Name:* ABUL AHSAN

*Title:* Director-General

*Title:* Ministry of Foreign Affairs

*Signed at:* Dacca

*Date:* 7 December 1973

For the United Nations  
Children's Fund:

*Name:* T. G. DAVIES

*Title:* Special Representative  
to the Executive Director

*Signed at:* Dacca

*Date:* 7 December 1973

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