

**No. 14567**

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

**Agreement concerning the activities of UNICEF in the  
Comoros. Signed at Moroni on 20 January 1976 and at  
Nairobi on 27 January 1976**

*Authentic text: French.*

*Registered ex officio on 27 January 1976.*

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

**Accord relatif aux activités du FISE aux Comores. Signé à  
Moroni le 20 janvier 1976 et à Nairobi le 27 janvier  
1976**

*Texte authentique : français.*

*Enregistré d'office le 27 janvier 1976.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S  
FUND AND THE GOVERNMENT OF THE COMOROS

The United Nations Children's Fund, hereinafter called "UNICEF", and the Government of the Comoros, 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 insufficiently developed countries, in order to strengthen, 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 concluded this Agreement.

*Article I. REQUESTS TO UNICEF AND PLANS OF OPERATIONS*

1. This Agreement establishes the basic principles 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 address to UNICEF a written request containing a description of the proposed project and proposals concerning the participation of UNICEF and the Government in the project in question.
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, where 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. Ownership of supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country, except as, in the case of vehicles 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.

<sup>1</sup> Came into force on 27 January 1976 by signature, in accordance with article VIII (1).

2. The Government shall take all necessary measures to ensure that the supplies and equipment and other assistance furnished by UNICEF are used and distributed equitably and advantageously, without discrimination because of race, creed, nationality status or political belief, in accordance with the Plan of Operations. Beneficiaries shall not 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 arrangements for the reception, unloading, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF, and shall pay the expenses relating thereto.

### *Article III. ACCOUNTING AND STATISTICAL RECORDS AND REPORTS*

The Government shall maintain such accounting and statistical records with respect to the execution of the Plan 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*

UNICEF may periodically assist duly authorized officers to visit the Comores 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 all matters relating to the execution of this Agreement. The Government shall permit duly authorized officers of UNICEF to supervise all the phases of the execution of the Plans of Operations.

### *Article V. PUBLIC INFORMATION*

The Government shall co-operate with UNICEF in making available to the public adequate information concerning the work of UNICEF.

### *Article VI. CLAIMS AGAINST UNICEF*

1. The Government shall assume, subject to the provisions of this article, full responsibility in respect of claims resulting from the execution of Plans of Operations within the territory.
2. The Government shall accordingly relieve UNICEF and its employees or agents of all responsibility and shall defend, compensate and guarantee them in any proceedings, action or claim for damages or other action or claim, including actions or claims for settlement of expenses or fees in respect of death or damage caused to persons or property which may result from any act or omission occurring during the execution, within the territory in question, of Plans of Operations prepared in accordance with this Agreement and which do not result from the misconduct or carelessness of such employees or agents.

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 bodily injuries sustained by a staff member of UNICEF.
5. UNICEF shall place at the disposal of the Government any information or other assistance which may be required for the handling of any case to which paragraph 2 of this article relates or for the implementation of the provisions 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.<sup>1</sup> 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 take effect 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. In the absence of 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 authorized representatives of UNICEF and the Government respectively, have, on behalf of the Parties, signed the present Agreement.

DONE in four copies in the French language.

Moroni, 20 January 1976

[Signed]

Name: MOUZAOIR ABDALLAH

Title: Minister for Foreign Affairs

For the Government of the Comorian State

Nairobi, 27 January 1976

[Signed]

Name: BRIAN JONES

Title: UNICEF Regional Director

For the United Nations Children's Fund

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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).