

**No. 20618**

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

**Basic Agreement. Signed at Lagos on 9 April 1979**

*Authentic text: English.*

*Registered ex officio on 1 December 1981.*

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

**Accord de base. Signé à Lagos le 9 avril 1979**

*Texte authentique : anglais.*

*Enregistré d'office le 1<sup>er</sup> décembre 1981.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE FEDERAL MILITARY GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

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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 Federal Military Government of Nigeria (hereinafter called "The Government") desires UNICEF co-operation for the said purpose;

Now, therefore, UNICEF and the Government hereby 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 may participate.
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 when appropriate, by other organisations 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 on the grounds of race, creed, nationality status or political belief, in accordance with the Plan of Operations. No person benefiting from assistance rendered pursuant to this Agreement shall be required to pay for supplies furnished by UNICEF except to the extent that payment is expressly provided for in the applicable Plan of Operations.

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<sup>1</sup> Came into force on 9 April 1979 by signature, in accordance with article VIII (1).

3. The Government 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, after their arrival in the country.

4. The Government shall permit duly authorised officers of UNICEF entire freedom to observe the handling, distribution and use of supplies provided by UNICEF and to examine and comment upon the methods of distribution.

*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 an office in Nigeria 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.

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, maintenance and rent of the office;
- (b) Telecommunications for official purposes;
- (c) Transportation of personnel on field visits within the country.

3. The Government shall also facilitate the provision of suitable housing accommodation for international personnel of UNICEF assigned to Nigeria.

*Article V. PUBLIC INFORMATION*

The Government shall co-operate with UNICEF in making available to the public adequate information concerning UNICEF assistance being given under this Agreement.

*Article VI. CLAIMS AGAINST UNICEF*

1. The Government shall assume, subject to the provisions of this Article, responsibility in respect to claims resulting from the execution of Plans of Operations within the territory of the Federal Republic of Nigeria.

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 arise 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<sup>1</sup> to which the Federal Republic of Nigeria 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 replaces the Agreement signed on the 7th day of October 1953,<sup>2</sup> — and 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 termination of all Plans of Operations then in existence.

IN WITNESS WHEREOF the Parties hereto have, through their duly accredited representatives, respectively set their hands this ninth day of April 1979.

For the Government:

For the United Nations  
Children's Fund:

[Signed]

[Signed]

*Name:* EBUN OLAMIOTAN OMOYELE  
*Title:* Permanent Secretary, Federal  
Ministry of Health and  
Social Welfare

*Name:* DICKSON ANITISHE NKEMBO  
*Title:* UNICEF Representative for  
Nigeria

*Signed at:* Lagos  
*Date:* 9th April 1979

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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).

<sup>2</sup> See "Agreement between the United Nations International Children's Emergency Fund and the United Kingdom of Great Britain and Northern Ireland for the rendering of assistance in any territory for whose international relations the Government of the United Kingdom are responsible", in United Nations, *Treaty Series*, vol. 180, p. 59.