

**No. 20617**

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

**Agreement concerning the activities of UNICEF in India.  
Signed at New Delhi on 5 April 1978**

*Authentic texts: Hindi and English.*

*Registered ex officio on 1 December 1981.*

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

**Accord concernant les activités du FISE en Inde. Signé à  
New Delhi le 5 avril 1978**

*Textes authentiques : hindi et anglais.*

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

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

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WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, youth and expectant and nursing mothers 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 India (hereinafter called "the Government") desires UNICEF cooperation for the above purposes;

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

### *Article I.* COOPERATION WITH UNICEF AND PLANS OF OPERATIONS

1. This Agreement established the basic conditions and the mutual undertakings governing projects in which UNICEF and the Government are participating.

2. Such projects will be worked out through mutual consultations between the Government and UNICEF and the terms and conditions for each project as may be mutually agreed upon shall be set forth in plans of operations to be signed by the Government and UNICEF.

3. UNICEF will make no request and shall have no claim for payment for the supplies and services furnished by it under this Agreement.

### *Article II.* USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE FURNISHED BY UNICEF

1. Supplies and equipment furnished by UNICEF by way of gift 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.

Supplies and equipment locally purchased by UNICEF shall be immediately transferred to the Government unless otherwise provided in the Plan of Operations.

2. UNICEF will so far as possible purchase locally available supplies and equipment which meet UNICEF requirements in quality, price and delivery.

3. The Government shall take 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 provided for in the applicable plan of operations. The distribution or handling of such supplies shall be as mutually agreed upon in the plans of operations.

4. UNICEF may arrange to place on the supplies and equipment furnished by it suitable markings to indicate that the supplies and equipment are provided by UNICEF.

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<sup>1</sup> Came into force on 5 April 1978 by signature, in accordance with article VIII (1).

5. The Government shall make necessary arrangements for and shall pay the expenses in Indian currency relating to the reception, unloading, warehousing, transportation and distribution of the supplies and equipment furnished by UNICEF, after their arrival in the country.

6. UNICEF reserves the right to require the return of any supplies and equipment furnished by it which are not used for the purposes of the relevant plans of operations within a reasonable time.

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

1. UNICEF shall provide to the Government quarterly periodic reports indicating the schedule of deliveries of supplies, equipment and other services, specifying also those already effected during the reporting period under the applicable Plan of Operations.

2. 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. PROVISION OF LOCAL SERVICES AND FACILITIES*

1. UNICEF may maintain a regional office in India and may assign UNICEF officials to visit and be stationed there. UNICEF may designate authorised officers to consult and cooperate 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 and use of the supplies. The Government shall permit authorised UNICEF officials to observe all phases of the plans of operations in India.

2. The Government, in consultation with UNICEF, shall contribute an agreed amount in Indian currency towards the maintenance of the Regional Office of UNICEF in New Delhi.

### *Article V. PUBLIC INFORMATION*

The Government shall cooperate 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 against UNICEF resulting from the execution of plans of operations within the territory of India.

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 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*

1. The Government shall apply to UNICEF as an organ of the United Nations, to its property, funds and assets, to its officials, and to the experts and consultants provided by UNICEF to the projects assisted by them, the provisions of the United Nations (Privileges and Immunities) Act, 1947, to give effect to the conventions on privileges and immunities of the United Nations.<sup>1</sup>

2. No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF in accordance with plans of operations except that in respect of supplies and equipment locally purchased by UNICEF, exemption from payment of excise duty shall be considered by the Government in accordance with the provisions of Section 8 of Article II of the United Nations (Privileges and Immunities) Act, 1947.

*Article VIII. GENERAL PROVISIONS*

1. This Agreement shall enter into force on the date of signature, and shall supersede and replace the Agreement between the United Nations International Children's Emergency Fund and the Government of India concerning the activities of UNICEF in India signed at New Delhi on 10 May 1949<sup>2</sup> and the Protocol additional to the Agreement.<sup>3</sup>

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 notices 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 UNICEF and of the Government, have, on behalf of the parties respectively, signed the present Agreement.

For the Government  
of the Republic of India:

[Signed]

SARAN SINGH  
Secretary to the Government of India

Signed at New Delhi

Date: 5 April 1978  
15 chaitra 1900 Saka Era

For the United Nations  
Children's Fund:

[Signed]

T. GLAN DAVIES  
Regional Director

Signed at New Delhi

Date: 5 April 1978  
15 chaitra 1900 Saka Era

<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> *Ibid.*, vol. 68, p. 85.

<sup>3</sup> *Ibid.*, vol. 249, p. 432.