

**No. 19769**

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

**Basic Agreement. Signed at Salisbury on 7 May 1981**

*Authentic text: English.*

*Registered ex officio on 7 May 1981.*

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

**Accord de base. Signé à Salisbury le 7 mai 1981**

*Texte authentique : anglais.*

*Enregistré d'office le 7 mai 1981.*

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

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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 Government of the Republic of Zimbabwe (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 OPERATION

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 a Plan of Operation 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 Operation.

### *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 Operation. 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 Operation.
2. The Government shall take the necessary measure 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 Plan of Operation. No beneficiary shall be required to pay for supplies furnished by UNICEF

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<sup>1</sup> Came into force on 7 May 1981 by signature, in accordance with article VIII (1).

except to the extent that payment is expressly provided for in the applicable Plan of Operation.

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, and shall pay the expenses relating to the reception, unloading, warehousing, transportation and distribution of the supplies and equipment furnished by UNICEF, after their arrival in the country.

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

The Government shall maintain such accounting and statistical records with respect to the execution of Plans of Operation 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

1. UNICEF may maintain an office in Zimbabwe and may assign authorised officers to visit or to 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 operation, 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 Operation 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 Operation in Zimbabwe.

2. The Government, in agreement with UNICEF, may make arrangements in connection with any Plans of Operation 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 offices;
- (b) Local personnel required by UNICEF;
- (c) Postage and telecommunications for official purposes;
- (d) Transportation of personnel within the country and subsistence allowance.

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

#### *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 to claims resulting from the execution of Plans of Operation within the territory of Zimbabwe.

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 Operation 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, willful misconduct or criminal acts 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 purpose of paragraph 3.

#### *Article VII. PRIVILEGES AND IMMUNITIES*

The Government shall apply to UNICEF, as an organ of the United Nations, to its property, fund 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 Plan of Operation.

#### *Article VIII. GENERAL PROVISIONS*

1. This Agreement shall enter into force on the date of signature.

2. This Agreement and the Plans of Operation 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 Operation.

IN WITNESS THEREOF the undersigned, duly appointed representatives of the Government and of UNICEF, have, on behalf of the Parties, respectively signed the present Agreement.

DONE at Salisbury, the capital city of Zimbabwe, on this day of 7th May one thousand nine hundred and eighty-one.

For the Government  
of the Republic of Zimbabwe:

[Signed]

Dr. WITNESS MANGWENDE  
Minister of Foreign Affairs

For the United Nations  
Children's Fund:

[Signed]

S. M. SHOMARI  
Representative

<sup>1</sup> United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).