

No. 22058

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

**Agreement concerning the activities of the United Nations
Children's Fund in Haiti. Signed at Port-au-Prince on
21 July 1983**

Authentic text: French.

Registered ex officio on 21 July 1983.

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

**Accord relatif aux activités du Fonds des Nations Unies pour
l'enfance en Haïti. Signé à Port-au-Prince le 21 juillet
1983**

Texte authentique : français.

Enregistré d'office le 21 juillet 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S
FUND AND THE GOVERNMENT OF THE REPUBLIC OF
HAITI

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 analysing, in close co-operation with the developing countries, the needs of children with respect to terms of their physical growth and their intellectual and social development, designing general plans of action and specific projects, and supplying financial and material aid with a view to strengthening basic services for children in the areas of health, nutrition, education or any other social services benefiting mothers and children,

Whereas the Government of the Republic of Haiti (hereinafter called "the Government") desires to co-operate with UNICEF for the above purposes,

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 long-term and short-term planning, project evaluation, furnishing of supplies, equipment, services or other assistance, shall be set forth in a Plan of Operations to be signed by the Government, UNICEF, and when 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. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country, except as 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.

¹ Came into force on 21 July 1983 by signature, in accordance with article VIII (1).

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, or political belief, in accordance with the Plan of Operations. No beneficiary shall be required to pay for supplies furnished by UNICEF except to the extent payment is expressly provided for in the applicable Plan 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 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.

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 FACILITIES AND SERVICES TO UNICEF

1. UNICEF may maintain an office in the Republic of Haiti and may assign authorized 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 authorized officers of UNICEF to observe all the phases of execution of the Plans of Operations in the Republic of Haiti.

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 UNICEF office;
- (b) Local personnel required by UNICEF;
- (c) Postage and telecommunications for purposes of the service;
- (d) Transportation of personnel within the country and subsistence allowance.

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

Article V. 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 Operations within the territory of the Republic of Haiti.

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 claims 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 holding of any case to which paragraph 2 of this article relates or for the fulfillment 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 Nations¹ to which the Republic of Haiti 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 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.

4. This Agreement shall replace the Agreement in place signed between UNICEF and the Government of the Republic of Haiti on 20 December 1949,² and any other protocol since that date.

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

² *Ibid.*, vol. 65, p. 68.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNICEF and of the Government, have, on behalf of the Parties, signed this Agreement.

For the Government:

[Signed]

Name: Mr. JEAN-ROBERT ESTIME

Title: Secretary of State for Foreign Affairs

[Signed]

Name: Mr. CLAUDE WEIL

Title: Secretary of State for the Plan

Signed at Port-au-Prince,
on 21 July 1983

For the United Nations
Children's Fund:

[Signed]

Name: Mr. JAMES P. GRANT

Title: Executive Director

Signed at Port-au-Prince,
on 21 July 1983