

No. 22998

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

Basic Agreement. Signed at Baghdad on 11 April 1984

Authentic texts: Arabic and English.

Registered ex officio on 26 June 1984.

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

Accord de base. Signé à Bagdad le 11 avril 1984

Textes authentiques : arabe et anglais.

Enregistré d'office le 26 juin 1984.

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

The Government of the Republic of Iraq (hereinafter called "the Government") and the United Nations Children's Fund (hereinafter called "UNICEF"),

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. Combining humanitarian and development objectives, UNICEF cooperates with developing countries in their efforts to protect their children, and to enable them to develop their full potential and become productive members of their societies. This co-operation, taking place within the context of national development efforts, is designed to help the countries build up their capacities and enhance their self-reliance in connection with services benefiting their children,

Whereas the Government and UNICEF have jointly agreed to co-operate for the above purposes, have entered into this Agreement.

Article I. CO-OPERATION WITH UNICEF

1. This Agreement establishes the basic conditions and mutual undertakings governing projects in which the Government and UNICEF 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 shall open an office in Iraq and for this purpose will assign authorized officers to be stationed or to visit 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 any supplies and equipment furnished by UNICEF, and to advise on the progress of the plans of operations and on any other matters relating to the application of this Agreement. The Government shall permit authorized officers of UNICEF to observe all the phases of the execution of the plans of operation in Iraq.

4. The Government of Iraq shall allocate a minimum sum of ID 30,000, subject to annual revision, for the local cost of the UNICEF office in Iraq.

5. The Government shall also facilitate the provision of suitable living accommodation for international personnel of UNICEF assigned to Iraq.

Article II. USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE FINANCED 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 purpose of the plan of operations.

¹ Came into force on 26 June 1984, i.e., the day following the submission of the instrument of ratification by the Government of Iraq to the United Nations Children's Fund, in accordance with article VII (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 status 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 that 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

1. 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.

2. UNICEF shall provide to the Government such reports as may be mutually agreed to be necessary.

Article IV. PUBLIC INFORMATION AND ADVOCACY

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

2. The Government shall co-operate with UNICEF in its information activities to provide advocacy for children, support for UNICEF fund-raising and for co-operation through other channels for the benefit of children, and communication support for project development and implementation.

Article V. CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the provisions of this Article, responsibility in respect of claims resulting from the plans of operations within the territory of Iraq.

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 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 negligence or wilful misconduct of such experts, agents or employees.

3. In the event of the Government making any payment in accordance with the provision 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 parties.

4. This Article shall not apply with respect to any claim against UNICEF for injuries incurred by staff members 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 VI.

1. 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 Iraq is a party). No taxes, charges 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 VII. GENERAL PROVISIONS

1. This Agreement shall enter into force on the day following the submission of the instrument of ratification by the Government to UNICEF. This Agreement shall supersede the Agreement signed by the Government with UNICEF in December 1963.²

2. This Agreement and the plans of operations may be modified by written agreement between the parties hereto and any such modification shall enter into force on the day following the submission of the instrument of ratification by the Government to UNICEF.

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.

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

DONE at Baghdad on tenth of Rajab 1404 of the Hijri, corresponding to eleventh of April A.D. 1984, in Arabic and English, both texts being equally authentic.

For the United Nations
Children's Fund:

[Signed]

Name: VICTOR SOLER-SALA
Title: UNICEF Regional Director

Signed at: Baghdad
Date: A.D.: 11 April 1984
Hijri: 10 Rajab 1404

For the Government
of the Republic of Iraq:

[Signed]

Name: Dr. HAMAM R. AL-SHAMAA
Title: Head of Multilateral Economic Relations Dept.

Signed at: Baghdad
Date: A.D.: 11 April 1984
Hijri: 10 Rajab 1404

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

² *Ibid.*, vol. 482, p. 319.