

No. 24083

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

**Agreement concerning the activities of UNICEF in Chile.
Signed at New York on 20 May 1983**

Authentic texts: English and Spanish.

Registered ex officio on 1 May 1986.

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

**Accord concernant les activités de l'UNICEF au Chili. Signé
à New York le 20 mai 1983**

Textes authentiques : anglais et espagnol.

Enregistré d'office le 1^{er} mai 1986.

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

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 UNICEF and the Government of Chile (hereinafter called "the Government"), have agreed, in a spirit of friendly co-operation, to establishment of a UNICEF Area Office, having its headquarters at Santiago, Chile, that shall be responsible for co-ordinating and administering UNICEF co-operation in Chile, Argentina and Uruguay, and for maintaining liaison between UNICEF and other United Nations agencies in Chile,

Now, therefore, UNICEF and the Government agree as follows:

Article I. DEFINITIONS

In this Agreement:

(a) The expression "the Government" means the Government of the Republic of Chile.

(b) The expression "UNICEF" means the United Nations Children's Fund.

(c) The expression "competent Chilean authorities" means officials of the Government or any political sub-division of the Republic of Chile.

(d) The expression "Executive Director" means the Executive Director of the United Nations Children's Fund or his authorized representative.

(e) The expression "UNICEF officials" means the Executive Director and all members of staff and experts employed by UNICEF.

(f) The expression "Area Office" means the premises occupied by UNICEF as its headquarters for co-ordinating and administering co-operation with Chile, Argentina and Uruguay, and for maintaining liaison between UNICEF and United Nations agencies in Chile.

(g) The expression "property" as used in this Agreement means all property, including funds and assets, belonging to UNICEF or held or administered by UNICEF in furtherance of its official functions, and, in general, all income of UNICEF.

Article II. REQUESTS TO UNICEF AND PLANS OF OPERATION

1. This Agreement lays down the basic conditions and mutual undertakings governing projects and programmes in which the Government and UNICEF participate.

¹ Came into force on 29 January 1985, the date of receipt of the notice from the Government of Chile that the Agreement had been given legislative approval required under the constitutional provisions of Chile, in accordance with article XIII (1).

2. Wherever the Government wishes to obtain the co-operation of UNICEF, it shall inform UNICEF in writing giving a description of the proposed programme, the contribution the Government wishes to make and the extent of co-operation requested from UNICEF for execution of the Programme.

3. The consideration of such requests by UNICEF shall be guided by the availability of regular funds, the criteria used by UNICEF for the granting of assistance and the need for assistance.

4. The terms and conditions of each particular programme agreed upon, including the obligations of the Government and of UNICEF regarding the furnishing of supplies, equipment, services and other kinds of assistance, shall be specified in a Plan of Operations, which shall be signed by the Government and by UNICEF and, as the case may be, by the other organizations participating in the Programme. The provisions of this Agreement shall apply to each of the programmes included in the Plan of Operations.

Article III. USE OF SUPPLIES, EQUIPMENT AND OTHER RESOURCES FURNISHED BY UNICEF

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country unless otherwise provided in the Plan of Operations. The Government shall upon request by UNICEF return any of the supplies or equipment that have not been used as provided for in the Plan of Operations.

2. The Government shall take the necessary steps to ensure that the supplies, equipment and other kinds of assistance provided by UNICEF are distributed in conformity with the purposes stated in the Plan of Operations and are employed in an equitable and efficient manner without any discrimination based on race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies furnished by UNICEF unless, and only to such extent as, provided in the relevant Plan of Operations.

3. UNICEF may arrange to place on the supplies and equipment it furnishes such markings as are deemed necessary to identify the supplies and equipment as being provided by UNICEF.

4. The Government shall take the appropriate action and defray the relevant costs in connection with the receipt, unloading, storage, insurance, transport and distribution of the supplies and equipment provided by UNICEF, after their arrival in the country.

Article IV. BOOKKEEPING AND STATISTICAL RECORDS

The Government shall keep such bookkeeping and statistical records concerning the execution of the Plan of Operations as, by joint agreement, are considered to be necessary and shall supply any of such records to UNICEF at its request.

Article V. CO-OPERATION BETWEEN THE GOVERNMENT AND UNICEF AND PROVISION OF LOCAL SERVICES AND FACILITIES

1. UNICEF will maintain an Area Office in Santiago and will assign officials to visit or be stationed therein for the purposes of consulting with and co-operating with the corresponding officials of the Government in connection with the review and preparation of the proposed programmes and Plans of Operations, and the

shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF, and for the purpose of advising UNICEF regarding the progress of the Plans of Operations and on any other matters relating to the application of this Agreement. The Government shall permit UNICEF officials to observe all the phases of the execution of the Plans of Operations in Chile.

2. The Government, in agreement with UNICEF, shall make arrangements for and provide funds, up to a mutually agreed amount, to defray some of the costs of the following local services and facilities:

- (a) Local staff required by UNICEF;
- (b) Postage and telecommunications for official purposes;
- (c) Establishment, fixtures, equipment, maintenance and rent for office facilities.

Article VI. PUBLIC INFORMATION

The Government shall co-operate with UNICEF for the purposes of adequately informing the public about the assistance furnished under this Agreement.

Article VII. PRIVILEGES AND IMMUNITIES

1. The Government shall accord UNICEF, its property, funds and assets, and UNICEF officials the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946¹ (hereinafter referred to as the "Convention").

2. Without derogation from the generality of the provisions of the Convention, the Government shall recognize the privileges and immunities provided in Articles VIII, IX, X and XI below.

Article VIII. UNICEF OFFICIALS

1. Within the territory of the Republic of Chile, UNICEF officials shall enjoy the following privileges and immunities:

- (a) Immunity from personal arrest or detention;
- (b) Immunity from seizure of personal or official luggage;
- (c) Immunity from any kind of legal process in respect of words spoken or written or in respect of any act performed in an official capacity, such immunity to continue even after termination of employment with UNICEF;
- (d) Exemption from any form of direct taxation on salaries, remuneration or allowances paid by UNICEF;
- (e) Exemption, in the case of non-Chilean officials, from any form of direct taxation on income derived from sources outside the Republic of Chile;
- (f) Exemption, for themselves, their spouses and dependent family members, from alien registration procedures and immigration restrictions;
- (g) Freedom, in the case of non-Chilean officials, to hold or maintain, within the Republic of Chile or elsewhere, foreign exchange, foreign-currency accounts, and movable or immovable property; and the right, upon termination of employment with UNICEF, to take out of the Republic of Chile, without restrictions or

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

limitations, their funds, in the same currencies and in the same amounts as were brought by them into the Republic of Chile through authorized channels;

- (h) The same repatriation facilities and the same rights to protection by the Chilean authorities, for themselves, their family members and dependants, as are accorded to members of diplomatic missions in time of international tension;
- (i) The right to import, free of customs duties and other import levies, prohibitions and restrictions, their furniture and effects, including one motor vehicle, on first taking up their duties in the Republic of Chile. For the purposes of the transfer of each motor vehicle, the general regulations applicable to the resident diplomatic corps shall apply.

2. All UNICEF officials shall be provided with a special identity card certifying their status as UNICEF officials and their entitlement to the privileges and immunities set forth in this Agreement.

3. The Government shall accord to the Representative/Liaison officer and other senior UNICEF officials of the UNICEF Area Office, recognized as such by the Ministry of Foreign Affairs, the diplomatic privileges and immunities granted to officials of comparable rank of the Economic Commission for Latin America and Directors of other offices of United Nations Representatives in Chile. The said senior UNICEF officials shall, for this purpose, be assigned by the Ministry of Foreign Affairs to the appropriate categories of diplomatic staff and shall be entitled to the customs exemptions specified in Section 1901 of the Customs Tariff.

4. The privileges and immunities accorded under this Agreement are granted in the interests of UNICEF and not for the personal benefit of the persons concerned. The Executive Director may waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNICEF.

Article IX. COMMUNICATIONS

1. UNICEF shall enjoy, in respect of its communications, treatment not less favourable than that accorded by the Government to any other Government or organization, including foreign diplomatic missions in Chile.

2. UNICEF shall be entitled, in the performance of its official functions, to use the State railways under the same conditions as established for resident diplomatic missions, as specified in Customs Regulations No. 00.05.

3. No official correspondence or other communications of UNICEF shall be subject to censorship. Such immunity shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to expansion by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches. No provision of this article may be interpreted as prohibiting the adoption of appropriate security measures, which shall be determined by agreement between the Government and UNICEF.

Article X. PROPERTY OF UNICEF AND TAXATION

1. The UNICEF Area Office shall be inviolable.

2. UNICEF and its property, wherever situated and by whomsoever held, shall be immune from legal process.

3. The property and assets of UNICEF, wherever situated and by whomsoever held, shall be immune from search, seizure, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

4. The archives of UNICEF, and in general all documents belonging to or held by it, shall be inviolable.

5. The assets, income and other property of UNICEF shall be exempt from:

- (a) Any form of direct taxation: provided that UNICEF will not claim exemption from taxes in the nature of remuneration for public utility services;
- (b) Customs duties and import prohibitions and restrictions on articles imported by UNICEF for its official use: provided that imported articles benefitting from such exemption may not be sold within the country except under conditions to be agreed upon by the Government and UNICEF;
- (c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

Article XI. FINANCIAL AND EXCHANGE FACILITIES

1. UNICEF shall not be subject to any financial controls, regulations or moratoria and may freely:

- (a) Acquire from authorized commercial agencies, hold and use negotiable currencies; maintain foreign-currency accounts; and acquire through authorized institutions, hold and use funds, securities and gold;
- (b) Bring funds, securities, foreign currencies and gold into the Republic of Chile from any other country, use them within the Republic of Chile or transfer them to other countries.

2. In exercising the rights accorded to it under this article, UNICEF shall pay due regard to any representation made to it by the Government and shall endeavour to give effect thereto so far as this is possible without detriment to its own interests.

Article XII. CLAIMS AGAINST UNICEF

1. The Government shall assume liability within Chilean territory for any third-party claim against UNICEF and its experts, agents or employees and shall defend and protect UNICEF and its experts, agents or employees against any claim or liability arising exclusively from the execution of the Plans of Operations in pursuance of this Agreement. The foregoing will not apply, when the Government and UNICEF agree that such claim or liability is due to the gross negligence or willful misconduct of such experts, agents or employees.

2. In the event of the Government making any payment under the provisions of paragraph 1 of this article, the Government may subrogate and derive the benefit of all the rights and claims of UNICEF against third parties.

3. UNICEF shall place at the disposal of the Government any information or other assistance required for handling of any case to which paragraph 1 of this article relates or for fulfillment of the purposes of paragraph 2.

Article XIII. GENERAL PROVISIONS

1. This Agreement shall enter into force on the date which UNICEF receives notice in writing from the Government that the Agreement has been given legislative approval in accordance with the constitutional provisions of Chile. Without prejudice to the foregoing, the Agreement may be applied as from the date of signature in respect of all parts thereof comprised within the legal powers of the President of the Republic of Chile.

2. Consultations with a view to amending the Agreement may be held at the request of the Government or UNICEF. Amendments shall be made by joint agreement.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to attain its objective in the region.

4. Wherever this Agreement imposes obligations on the competent Chilean authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government. In the event that UNICEF denounce the present agreement, such denunciation would in no way affect the continuity of the projects and programmes under implementation will be totally completed unless both parties agree to the contrary.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions of this Agreement which are applicable to the normal cessation of the activities of UNICEF in Chile and the disposal of its property in Chile.

6. This Agreement supersedes and replaces the Agreement between the Government of Chile and the International Children's Emergency Fund signed on 3 March 1950¹ and the additional Protocol thereto, signed on 11 June 1956² as well as the Agreement between the Government and the United Nations Children's Fund signed on 30 November 1965³.

IN WITNESS WHEREOF, the undersigned, being duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed this Agreement, in duplicate, in the English and Spanish languages, both texts being equally authentic.

DONE at New York, this 20th day of May 1983.

Republic of Chile:

[Signed]

MANUEL TRUCCO

Ambassador

Permanent Representative
of Chile to the United Nations

United Nations Children's Fund:

[Signed]

TERESA ALBÁNEZ

UNICEF

Regional Director for the Americas

¹ United Nations, *Treaty Series*, vol. 126, p. 119.

² *Ibid.*, vol. 354, p. 398.

³ *Ibid.*, vol. 596, p. 215.