

No. 2228

UNITED NATIONS INTERNATIONAL
CHILDREN'S EMERGENCY FUND
and
BELGIUM

Agreement (with related letter) concerning the activities of
the UNICEF in the Belgian Congo and Ruanda-Urundi.
Signed at Brussels, on 17 June 1953

Official texts: English and French.

Registered ex officio on 22 July 1953.

FONDS INTERNATIONAL DES NATIONS UNIES
POUR LE SECOURS A L'ENFANCE
et
BELGIQUE

Accord (avec lettre y relative) concernant l'activité du FISE
au **Congo** belge et au Ruanda-Urundi. Signé à Bruxelles,
le 17 juin 1953

Textes officiels anglais et français.

Enregistré d'office le 22 juillet 1953.

No. **2228**. AGREEMENT¹ BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND AND THE BELGIAN GOVERNMENT CONCERNING THE ACTIVITIES OF THE UNICEF IN THE BELGIAN CONGO AND RUANDA-URUNDI. SIGNED AT BRUSSELS, ON 17 JUNE 1953

WHEREAS the General Assembly of the United Nations, by Resolution **57** (I), adopted on 11 December 1946,² created an International Children's Emergency Fund (hereinafter referred to as "the Fund"), and amended its terms of reference by Resolution 417 (V), adopted on 1 December 1950,³ and

WHEREAS the Belgian Government (hereinafter referred to as "the Government") desires the aid of the Fund in the form of supplies of preserved milk for the benefit of children and pregnant women in the Belgian Congo and Ruanda-Urundi,

Now, THEREFORE, the Fund and the Government have agreed as follows:

Article I

PLAN OF OPERATION

It is recognized and understood by the Fund and the Government that in order to carry out the present agreement satisfactorily, the respective representatives will first agree on a plan of operation describing the project foreseen, the respective commitments assumed by the Fund and the Government, and the means planned to ensure the proper use and distribution of the Fund's supplies. This plan of operation shall have the approval of the two Parties.

Article II

FURNISHING OF SUPPLIES AND SERVICES

A. The Fund and the Government, in accordance with their respective commitments as stipulated in an approved plan of operation, shall provide supplies and services for children and pregnant women in the Belgian Congo and Ruanda-Urundi, which recipients are designated in the attached plan of operation.

B. The Government undertakes that the supplies provided by the Fund shall be distributed to and made available for the benefit of the persons to be aided, in accordance with this Agreement.

¹ Came into force on 17 June 1953, as from the date of signature, in accordance with article X (A).

² United Nations, *Resolutions adopted by the General Assembly during the Second Part of the First Session* (A/64/Add.1).

³ United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A 1775).

C. The Fund shall provide the supplies and services under this Agreement free of charge.

Article III

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund shall retain full ownership of its supplies until consumed or used by the persons to be aided, but shall entrust them to the Government who will ensure their distribution among groups over which it has jurisdiction in order that distribution is guaranteed on behalf of the Fund for the benefit of children and pregnant women, in accordance with the planned plan of operation and in conformity with the policies of the Fund.

B. In the course of the distribution or the handling of supplies, the Government will act as agent for the Fund until the said supplies are consumed or used.

C. The Government undertakes to see that these supplies are dispensed or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges or other resources which the Government or other authorities within the country have established for similar activities.

E. The Government agrees that the Fund, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Fund to indicate that such supplies are intended for the children and pregnant women under the auspices of the International Children's Emergency Fund.

F. The persons to be aided shall not be required to pay directly or indirectly for the cost of these supplies.

G. The Government undertakes to make all arrangements for, and shall sustain all operational and administrative expenses incurred in the currency of the Belgian Congo, with respect to the reception, unloading, warehousing, insurance, transportation, and distribution of the supplies furnished by the Fund.

Article IV

EXPORTS

The Government agrees that it will not expect the Fund to furnish supplies for the aid and assistance of children and pregnant women under this Agreement if the Government exports any supplies of the same or similar character, except in special circumstances of which the Programme Committee of the Executive Board would be advised.

Article V

RECORDS AND REPORTS

- A. The Government shall maintain accounting and statistical records of the Fund's operations necessary to discharge the Fund's responsibilities, and shall consult with the Fund, at its request, with respect to the maintenance of such records.
- B. The Government shall furnish the Fund with such records, reports, and information relevant to the operation of the approved plan as the Fund may find necessary to the discharge of its responsibilities.

*Article VI*RELATIONSHIP BETWEEN THE FUND AND THE GOVERNMENT
IN THE CARRYING OUT OF THIS AGREEMENT

- A. It is recognized and understood by the Fund and the Government that, in order to carry out the terms of this Agreement, it will be necessary to establish a close and cordial relationship of cooperation between officers of the Fund and officials of the Government at the executive level. To this end the Fund shall provide duly authorized officers to visit periodically or to be stationed in the Belgian Congo and Ruanda-Urundi for consultation and cooperation with the appropriate officials of the Government with respect to the shipment, receipt, and distribution of the supplies furnished by the Fund; these officers shall consider and review the needs of the children and pregnant women in the Belgian Congo and Ruanda-Urundi with respect of the aid foreseen by the present Agreement; they will advise the Fund on the progress of the plans of operation approved under this Agreement as well as of any problems which the Government may wish to submit to the Fund or to its representatives with regard to aid and assistance for the benefit of children and pregnant women of the Belgian Congo and Ruanda-Urundi.
- B. The Fund and the Government agree that, for the above purposes, the Fund may maintain an office in Leopoldville through which its officers may be reached and through which the Fund will be able to conduct its principal business.
- C. The Government shall facilitate employment by the Fund, as officers, clerical staff or otherwise, of citizens of the Belgian Congo as may be required to discharge the Fund's functions under the present Agreement.
- D. The Government shall permit authorized officers of the Fund to have access to such records, books of account, or other appropriate documents with respect to the distribution of supplies furnished by the Fund in so far as this would be necessary to ensure the Fund that the Government's action is in conformity with the terms of this Agreement. The Government shall further permit authorized officers of the Fund entire freedom to observe the distribution of

such supplies at any time and at any place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. The Government shall, in agreement with the Fund, make arrangements for, and assume the expenses incurred in the currency of the Belgian Congo, for the housing, subsistence, automobile transportation, and travel of the officers to be provided by the Fund under this Article; the Government will assume the same charges for the establishing, equipping, and maintaining of the office which may be established in Leopoldville under Section B of this Article, as well as for staff and other assistance, for postal, telegraphic and telephone communications, necessary to carry out the authorized activities of the officers and aforementioned office.

Article VII

IMMUNITY FROM TAXATION

The necessary measures will be taken in order that the supplies of milk imported by the Fund are not subject to any duty, fee or toll in a manner which reduces the resources of the Fund.

Article VIII

PRIVILEGES AND IMMUNITIES

The Government will grant to the Fund and to its personnel the privileges and immunities contained in the General Convention on Privileges and Immunities¹ adopted by the General Assembly of the United Nations on 13 February 1946.

Article IX

PUBLIC INFORMATION

The Government shall afford the Fund the necessary facilities for, and shall cooperate with the Fund in making public information regarding the delivery and distribution of supplies furnished by the Fund.

Article X

PERIOD OF AGREEMENT

A. The present Agreement shall come into force on this date. It shall remain in force until the completion of the plan of operations approved under this

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

Agreement, plus a period for the completion of an orderly liquidation of all Fund activities in the Belgian Congo and Ruanda-Urundi.

B. In case of disagreement as to whether the terms of this Agreement are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the International Children's Emergency Fund.

SIGNED at Brussels, on June 17, 1953, in two copies, in English and in French, both texts being equally authentic.

For the International Children's
Emergency Fund :

E. W. MEYER

For the Belgian Government :

Paul VAN ZEELAND

Letter from the Director for Exterior Relations of UNICEF's European Regional Office to the Minister for Foreign Affairs of Belgium

June 17, 1953

Excellency,

This letter will specify the United Nations International Children's Emergency Fund's interpretation of certain clauses in the Basic Agreement signed by the Belgian Government and the Fund.

1. Article 111. C—The purpose of this clause is to stipulate the basic principle according to which distribution of the aid provided by UNICEF to governments shall be made. It stems from Resolution 57 (I) of the General Assembly of the United Nations creating UNICEF and is maintained as a standard clause in all the Basic Agreements entered into by UNICEF and those governments receiving its aid. It is understood that the word "efficiently" referred to in this clause will be considered as a matter of form and in no way has an unfavourable connotation with regard to the administration of the Belgian Congo and Ruanda-Urundi.

2. Article V. A & B—UNICEF assumes the administrative responsibility before its Executive Board for all supplies furnished to Governments with the approval of said Executive Board. In order that its responsibility may be discharged, the Fund requests Governments to provide it with receipts concerning these supplies, and it is also understood that Governments will take the necessary steps to account for the distribution of these supplies. Furthermore, UNICEF reserves the right to request Governments to submit regular periodical narrative and statistical reports covering the use of the aid provided by UNICEF. This information should include stock reports, the number of mothers and children benefitting from the aid and the efforts of the Government in supplementing this aid. In the case of the aid furnished by the Fund to the Belgian Congo and Ruanda-Urundi, this documentation and reports will be defined in the plan

of operation to be established by the Government and the representatives of the Fund.

3. Article VI—In view of the fact that the plan of operation is for a feeding programme for the children and pregnant women of the Belgian Congo and Ruanda-Urundi in the form of milk powder provided by UNICEF, it is not the Fund's intention to establish a mission in the Belgian Territories in Africa. Should a modification of any sort in this respect come about in the future, the question of the establishment of such a mission would first be discussed with the Belgian Government in order to obtain their approval.

The Fund intends to send representatives on official duty into the Belgian Territories from time to time. Leaving aside the preliminary visits which will take place this year and about which the Government has been informed, it is anticipated that such visits will be made approximately every three months by the Representative of the Fund stationed at Brazzaville in French Equatorial Africa. It is also possible that a representative of the Regional Office in Paris, or a representative of New York Headquarters will visit twice a year these Territories. These visitors will be accredited to the Government and their travels will take place with the agreement of the Government. It is understood that these visits will be aimed at carrying out, in the best possible way through discussions with the local authorities and in cooperation with them, the plan of operation such as will have been defined.

We have officially informed the Belgian Government in our letter addressed to the Minister of Colonies in Brussels, dated 13 September 1952, of the appointment of Dr. Roland Marti as Representative of UNICEF for the Territories of Africa South of the Sahara, whose office will be located in Brazzaville.

Lastly, the Fund will naturally cover the travelling costs of its officers, it being understood that the Belgian Government will undertake to facilitate their task by putting at their disposal all the facilities compatible with the laws, regulations and customs of the Belgian Congo.

We should also like to emphasize that should the Belgian Government desire at a later date to obtain the aid of the Fund in the execution of other programmes for the welfare of children in these Territories, and should such programmes be approved by the Executive Board of UNICEF, it would be necessary to modify, as a result thereof, certain articles of the Basic Agreement to which this letter is attached. We do not foresee any difficulty on the part of UNICEF in carrying out such modifications in the text of the Agreement.

Please accept, Excellency, the assurances of my highest consideration.

E. W. MEYER
Director of Exterior Relations of UNICEF's
Europe Regional Office

His Excellency Mr. Paul van Zeeland
Minister for Foreign Affairs
Brussels