

Appendix Five

AGREEMENTS WITH MILITARY AUTHORITIES CONCERNING DISPLACED PERSONS

- 1a. Agreement to Regularize the Relations between the Supreme Commander, Allied Expeditionary Force, and UNRRA during the Military Period, Signed by General Dwight D. Eisenhower and Herbert H. Lehman,
25 November 1944*

1. This agreement has for its object to facilitate the assumption by the United Nations Relief and Rehabilitation Administration in the post-military period of those responsibilities with which it may be charged and to insure a continuous uniformity of policy in the military and post-military periods.

The Supreme Commander, Allied Expeditionary Force, is satisfied that:

(a) Subject to the conclusion of appropriate agreements with the Allied National authorities concerned, assistance is desired from the United Nations Relief and Rehabilitation Administration in the matters of health, welfare and displaced persons, by the Governments of Belgium, Luxembourg, the Netherlands and Norway, and by the French Committee of National Liberation, in their respective territories.

(b) Assistance from the United Nations Relief and Rehabilitation Administration is necessary in the maintenance of health, welfare, registration, administration and movement of the nationals of such states and of other Allied countries displaced in enemy or ex-enemy territories; and

(c) It is desirable that the United Nations Relief and Rehabilitation Administration, in agreement with the Supreme Commander, Allied Expeditionary Force, and the Allied National authorities concerned, undertake specific tasks relating to the foregoing matters.

The United Nations Relief and Rehabilitation Administration for its part desires and intends to render such assistance, subject to the Supreme Commander's, Allied Expeditionary Force, military requirements and to available means and resources.

2. So far as military conditions permit, the Supreme Commander, Allied Expeditionary Force, and the United Nations Relief and Rehabilitation Administration will co-operate in planning and operation for the matters

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referred to in paragraph 1 hereof. It is agreed that the following specific measures shall be taken:

(a) A United Nations Relief and Rehabilitation Administration Liaison Officer, with any staff the Supreme Commander, Allied Expeditionary Force, may agree to be necessary shall be attached to the G-5 Division of Supreme Headquarters, Allied Expeditionary Force, to assist in co-ordination of planning and subsequent operations. He shall be authorized, so far as is consistent with military security, to report to the United Nations Relief and Rehabilitation Administration Regional Office on matters covered by this agreement. Such reports will be transmitted through military channels.

(b) In order to facilitate the transfer to the United Nations Relief and Rehabilitation Administration in the post-military period of such functions as the Allied National authorities concerned may desire, the United Nations Relief and Rehabilitation Administration will provide such personnel as may be agreed with the Supreme Commander, Allied Expeditionary Force, for the purpose of planning and assisting the military authorities in carrying out such operations with respect to the matters referred to in Article 1 hereof as may be undertaken by them. Such personnel will be furnished either as individuals or in the form of detachments and will be under the orders of the Supreme Commander, Allied Expeditionary Force.

3. When called upon by the Supreme Commander, Allied Expeditionary Force, to do so, the United Nations Relief and Rehabilitation Administration will co-ordinate and supervise the activities of non-governmental civil agencies (other than indigenous) engaged upon work connected with the matters referred to in Article 1 hereof.

4. The United Nations Relief and Rehabilitation Administration personnel engaged upon field service will wear a prescribed uniform and will be provided with identification as persons accompanying the armed forces. Separate agreements shall regulate the conditions of service of such personnel and the provision of military facilities to them and to the United Nations Relief and Rehabilitation Administration generally.

5. During the period of the Supreme Commander, Allied Expeditionary Force, responsibility, the United Nations Relief and Rehabilitation Administration personnel will, within the area of the Supreme Commander, Allied Expeditionary Force, responsibility, act in all matters under the orders of the Supreme Commander, Allied Expeditionary Force, and through military channels.

6. This agreement may be extended by mutual consent, subject to approval of the Combined Chiefs of Staff, to provide for similar co-operation between the United Nations Relief and Rehabilitation Administration and the Supreme Commander, Allied Expeditionary Force, in any other matters coming within the competence of the United Nations Relief and Rehabilitation Administration upon which assistance is desired by the Allied National authorities concerned.

1b. Excerpts from SHAEF Administrative Memorandum 39, 3 January 1945, Annex B, Employment of UNRRA Personnel with Military Forces

2. *Policy.* It is the intention of the Supreme Commander, AEF that UNRRA personnel shall replace military personnel to the maximum extent, and as soon as possible in the handling of displaced persons and refugees, subject to the requirements of the military situation. . .

3. *Command and control. a.* UNRRA personnel will be attached to formations/organizations for duties in connection with the health, welfare and disposition of United Nations displaced persons and will in all cases be subject to command and control by the appropriate military authorities. . .

4. *Assignment. a.* UNRRA staff and specialist personnel (including medical and welfare officers) and UNRRA Assembly Center teams will be called forward by military commanders through Supreme Headquarters, AEF. . .

5. *Status. a.* UNRRA personnel serving with the armed forces in a theater of war will wear the prescribed UNRRA uniform, with insignia furnished by UNRRA. . .

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12. *Functions.* UNRRA personnel will be employed at all levels of the military organization charged with responsibility for United Nations displaced persons so as to facilitate the handing over at some later date of full responsibility to UNRRA.

13. UNRRA personnel attached to formations/organizations will be used for staff or field duties in connection with the maintenance of the health, welfare, registration, administration and repatriation of United Nations displaced persons. UNRRA personnel may also be used to assist in the control and repatriation of enemy displaced persons now in Allied countries, if so invited by the Allied government concerned.

14. *Assembly Center Teams.* Supreme Headquarters, AEF has made an initial request to UNRRA to train and make available 200 teams for the administration of Assembly Centers for United Nations displaced persons in Germany, to be available in increments from 20 January to 15 April 1945. Additional requests will be made to UNRRA as required.

15. These teams will be made up as follows: (a) director; (b) deputy director and administrative officer (secretary); (c) clerk-stenographer; (d) administrative officer (supply); (e) steward (messing officer); (f) warehousing officer; (g) welfare officer; (h) assistant; (i) medical officer; (j) nurse; (k) cook for UNRRA team; (l-m) drivers for UNRRA team. UNRRA will be responsible for the recruitment, training, organization and salary of these teams.

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16. UNRRA teams will be self-contained, and will be equipped by UNRRA as follows:

<i>Type</i>	<i>Quantity</i>	<i>Type</i>	<i>Quantity</i>
Lorry, 3 ton	1	Stretchers	2
Truck, 15 cwt	2	Medical panniers	1
Motorcycle	1	Medical haversack	1
Tent, 2-man	6	Lamps, Hurricane	4
Petrol Cookers, No. 3	1	Pails, galvanized	2
Cooking Utensil Sets	1	Shovels	2
Jerricans (water)	3	Typewriters	1

However, the provision of rations, accommodation and POL,¹ and the repair and maintenance of UNRRA vehicles and replacement of tires for such vehicles, will be a military responsibility within the period specified in Paragraph 2 above ("Policy").

Letters Extending the UNRRA-SCAEF Agreement in the United States, French, and British Zones of Germany

2a

- (a) John G. Winant, United States Ambassador to the United Kingdom, to R. G. A. Jackson, 21 June 1945
- (b) René Massigli, French Ambassador to the United Kingdom, to R. G. A. Jackson, 22 June 1945
- (c) Sir Ronald Campbell, United Kingdom Foreign Office, to R. G. A. Jackson, 28 June 1945

In a letter to the Chairman of the European Advisory Commission dated the 12th January of this year, Sir Frederick Leith-Ross informed the Commission that U.N.R.R.A. was being asked by the Supreme Commander, Allied Expeditionary Force to act as his agent in operations concerning displaced persons in Germany and enquired whether it was intended that the Administration should continue to perform similar functions in the post-SHAEF period under the authority of such Allied Control Organisations as might be established in Germany and Austria.

At a meeting of the European Advisory Commission on the 4th April, the Soviet Representative stated that his Government did not propose to invite the U.N.R.R.A. Organisation to work for displaced persons in the Soviet zone of occupation in Germany, and that in his view the question raised in Sir Frederick Leith-Ross's letter was one which should be settled directly between the British, United States and French Governments on the one hand and U.N.R.R.A. on the other.

In these circumstances, I have to inform you, under instructions from my Government, that it is the desire of the United States Government [(b) my Government that it is their desire; (c) His Majesty's Government, that it is their desire] that U.N.R.R.A. should continue in the United States

¹ Gasoline, oil, and lubricants.

zone of occupation in Germany under the authority of the United States Commander-in-Chief [(b) French zone of occupation in Germany and under the authority of the French Commander-in-Chief; (c) British zone of occupation in Germany under the authority of the British Commander-in-Chief] in the post-SHAEF period the functions which it at present performs in respect of displaced persons under the Agreement concluded on the 25th November last between the Supreme Commander, Allied Expeditionary Force and the Director-General of U.N.R.R.A.

2b

- (a) R. G. A. Jackson to John G. Winant, 30 June 1945
- (b) R. G. A. Jackson to René Massigli, 30 June 1945
- (c) R. G. A. Jackson to Sir Ronald Campbell, 30 June 1945

I have now returned to London from Washington and have seen your letter of the 21st June [(b) 22nd June; (c) 28th June] in which you inform me that it is the desire of the United States Government [(b) French Government; (c) His Majesty's Government] that UNRRA should continue in the United States zone of occupation under the authority of the United States Commander-in-Chief [(b) French zone of occupation under the authority of the French Commander-in-Chief; (c) British zone of occupation in Germany under the authority of the British Commander-in-Chief] during the post-SHAEF period, the function which it at present performs in respect of displaced persons under the Agreement concluded on the 25th November last between the Supreme Commander, Allied Expeditionary Force, and the Director-General of UNRRA.

I have received a similar request from His Majesty's Government and from the French Ambassador in London [(b) His Majesty's Government and the United States Ambassador in London; (c) the United States and French Ambassadors in London].

I have informed the Director-General of these three requests and arrangements are being made for UNRRA to act accordingly.

2c

- (a) Brigadier General S. R. Mickelsen, United States Group Control Council, Prisoner of War and Displaced Persons Division, to Herbert H. Lehman, 26 June 1945
- (b) Major General Kirby, Control Commission for Germany (British Element), to Herbert H. Lehman, 9 July 1945

It is the understanding of the U.S. Theater Commander [(b) Commander-in-Chief, British Zone of Occupation in Germany] that the agreement concluded on 25 November 1944 between the Supreme Commander, Allied Expeditionary Force and the Director General, United Nations Relief and Rehabilitation Administration will continue in full force and effect as between the U.S. Theater Commander [(b) Commander-in-Chief, British Zone] and the United Nations Relief and

Rehabilitation Administration from the termination of combined command until such time as another agreement is concluded.

Your affirmation of this understanding is requested. [(b) Would you please confirm this.]

2d

(a) R. G. A. Jackson to the Deputy Military Governor, Prisoner of War and Displaced Persons Division, United States Group Control Council, 10 July 1945

(b) R. G. A. Jackson to the Chief of Staff (British Zone), Control Commission for Germany (British Element), 17 July 1945

I desire to acknowledge a letter of the 26th June, 1945, signed by Brigadier-General S. R. Mickelsen [(b) 9th July, 1945, signed by Major General Kirby] and addressed to the Director-General of UNRRA, in which confirmation is requested that the Agreement concluded on the 25th November 1944, between the Supreme Commander, Allied Expeditionary Force, and the Director-General of the United Nations Relief and Rehabilitation Administration, will continue in full force and effect as between the United States Theatre Commander [(b) Commander-in-Chief, British Zone] and the United Nations Relief and Rehabilitation Administration from the termination of combined command until such time as another Agreement is concluded.

A similar request for confirmation was addressed to me by the United States Ambassador in London, acting on behalf of the United States Government, dated 21st June, 1945. [(b) A request that UNRRA should continue in the British Zone, under the authority of the British Commander-in-Chief, its functions as set out in the above Agreement of 25th November was addressed to me by the Foreign Office on behalf of His Majesty's Government, dated 28th June, 1945.]

I wish to confirm that the Agreement will continue in force until such time as another Agreement is concluded.

[(b) I should add that a similar reassurance has also been given to the U.S. Government.]

3a. *Agreement Defining the Respective Responsibilities of the General Commander-in-Chief of the French Occupation Zone in Germany and the Director General of UNRRA, Signed by General Pierre Koenig and Lieutenant General Sir Frederick E. Morgan, 18 February 1946*

The Director General of United Nations Relief and Rehabilitation Administration (hereinafter designated "UNRRA") and the French General Commander-in-Chief in Germany (hereinafter designated "Commander-in-Chief") hereby agree, as follows, with regard to displaced persons in the French Occupation Zone in Germany:

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1. *Object.* The object of this agreement is to establish the relations between, and the respective responsibilities of UNRRA and the Commander-in-Chief with regard to the care, control, and movement of United Nations displaced persons found in the French Occupation Zone in Germany, and of those assimilated to them in status. It supersedes, with respect to the French Occupation Zone, the Agreement between UNRRA and the Supreme Commander, Allied Expeditionary Force, dated 25th November 1944, which has remained in effect since the dissolution of Supreme Headquarters. Nothing in this Agreement should be interpreted as derogating from or altering or limiting the powers of the Commander-in-Chief, or as imposing on UNRRA obligations inconsistent with the Resolutions of the UNRRA Council.

2. *Persons with Whom UNRRA Will Be Concerned under This Agreement.* UNRRA agrees to assume the responsibilities hereinafter set forth, with respect to the following classes of displaced persons: (a) United Nations nationals; (b) Italian nationals; (c) persons of undetermined nationality and stateless persons; (d) enemy or ex-enemy nationals who have been obliged to leave their country or place of origin or former residence, or who have been deported therefrom by action of the enemy, because of their race, religion, or activities in favour of the United Nations; (e) any person or groups of persons to whom the provisions of this Agreement may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons."

3. *UNRRA Organization.* (a) UNRRA will establish a general headquarters in the French Zone and subordinate headquarters at such levels as may be considered necessary by agreement with the competent authorities, and as far as possible within the framework of the administrative organization of the French Zone.

(b) The Commander-in-Chief and UNRRA will work in close liaison at all levels and will establish joint committees whose functions will be to co-ordinate operations under this Agreement. Liaison between UNRRA and the Commander-in-Chief will be through officers responsible to the latter.

(c) UNRRA will ensure the good conduct, integrity and moral character of its personnel, and undertake to dismiss or remove any member of its staff who does not meet these qualifications.

4. *Responsibilities of UNRRA.* As from the date of the signing of this Agreement, UNRRA will assume the following responsibilities relating to the care and maintenance of displaced persons found in the French Zone and their return to normal life, and will be responsible for taking appropriate steps to these ends.

(a) Command and control of all UNRRA units and personnel working in the French Zone and of all voluntary society units and personnel work-

ing under UNRRA coordination in accordance with sub-paragraph 4(d) below.

(b) The internal administration of assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties (hereinafter called "assembly centres").

The internal administration of these assembly centres will be taken over by UNRRA in two stages, the first to commence as from the date of the signing of this Agreement. (i) During the first stage a Joint Commission composed of officers designated by the Commander-in-Chief and of qualified UNRRA representatives named by the UNRRA Chief in the French Occupation Zone will inspect all assembly centres currently administered by UNRRA Teams. It is agreed that the internal administration of assembly centres whose UNRRA teams have been approved by the Joint Commission and where the Joint Commission finds that the general living conditions of the displaced persons are satisfactory, will be turned over to UNRRA immediately and that UNRRA will assume full responsibility for them. (ii) The Joint Commission will also inspect any assembly centres which may be administered by personnel responsible to the Commander-in-Chief whose internal administration it is proposed to turn over to UNRRA at some future date. (iii) UNRRA will undertake to replace with qualified staff members any of its personnel currently employed in the French Zone whom the Joint Commission, by agreement of its members, considers unqualified for their tasks. (iv) The Commander-in-Chief undertakes, as far as he is responsible under this Agreement, to put into satisfactory condition any assembly centres where the general living conditions of the displaced persons do not meet satisfactory standards in the opinion of the Joint Commission. This provision will apply equally to assembly centres administered currently by personnel responsible to the Commander-in-Chief whose internal administration it is proposed, under agreement with UNRRA, to turn over to UNRRA at some future date. (v) When its work is completed, the Joint Commission will submit a report on the results of its inspection, which will include its recommendations. This report will be signed by the members of the Joint Commission. One copy of the report will be transmitted through the UNRRA Chief in the French Zone to Lt. General Sir Frederick Morgan, KCB, Chief of UNRRA Operations in Germany, at his Headquarters. (vi) The operations described in sub-paragraphs (i) through (iv) must be concluded by 28th February 1946, when the first stage mentioned above will be completed. (vii) During the second stage, which will begin on the 1st March, 1946, UNRRA personnel will complete any necessary training. They will gradually take charge of the assembly centres whose administration is to be turned over to them under this Agreement. (viii) The second stage will be completed by approximately 25th March, 1946. In order, however, that the exact date may be fixed by agreement of the parties,

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a Joint Committee, composed of officers designated by the Commander-in-Chief and of qualified UNRRA representatives, will meet about the 25th February, 1946. The duty of the Committee will be to recommend to the Commander-in-Chief and the Chief of UNRRA Operations in Germany the date of the completion of the second stage. (ix) As from the date fixed by this Committee, UNRRA will definitely assume all the responsibilities falling to it under this Agreement.

(c) UNRRA's responsibilities with respect to the internal administration of assembly centres will include, among others, the duty of determining whether displaced persons fall within the categories it is empowered to assist, the control of their admission into assembly centres, and the allocation of displaced persons within and among assembly centres.

(d) The making of agreements with United Nations voluntary agencies and with other national or international agencies for the admission of their personnel into the French Zone and for the utilisation of their personnel and material resources within the framework of UNRRA's programmes for displaced persons, or for the assumption by these agencies of other responsibilities relating to displaced persons which are permitted by their regulations. References to UNRRA or to UNRRA personnel in this Agreement will include voluntary agencies and their personnel operating in accordance with this paragraph. The work of these agencies in the French Zone will be governed by agreements made between them and UNRRA and approved by the Commander-in-Chief. UNRRA will be responsible for the documentation of voluntary agency personnel serving in the French Zone in accordance with this paragraph.

(e) The establishment of a Records Office including an Enquiry and Tracing Bureau for determining the location and living conditions of displaced persons registered in camps and centres, the tracing of missing persons outside assembly centres being within the province of the Commander-in-Chief. Officers of the Commander-in-Chief will, however, co-operate with UNRRA by endeavouring to trace missing persons outside assembly centres when requested by UNRRA.

(f) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(g) (i) The organisation, wherever necessary, and insofar as may be possible, of dispensaries, infirmaries, preventive medical care, and dental services for displaced persons in assembly centres. (ii) Whenever UNRRA finds it impossible to organise any of the services specified in sub-paragraph 4(g) (i), it will inform the Commander-in-Chief in sufficient time to enable him to take the steps required for the well-being of the displaced persons. (iii) As may be planned in special agreements with the Commander-in-Chief, UNRRA will be able to make use of existing civilian facilities, equipment, and supplies needed for medical care, infirmaries, hospitals and dental facilities for displaced persons. (iv) UNRRA will endeavour to organise and maintain health facilities at least up to the stand-

ards provided for by SHAEF in the "Guide for the Care of Displaced Persons in Germany" (as revised in May 1945).

(h) UNRRA will maintain contact with the Commander-in-Chief, and with governments of the countries of destination or their duly authorised representatives in order to regulate the repatriation of displaced persons.

(i) UNRRA will maintain contact with organisations such as the Intergovernmental Committee on Refugees or any other agency approved by the Commander-in-Chief with regard to plans for the resettlement of displaced persons for whom UNRRA is responsible.

5. *Supplies.* (a) The Commander-in-Chief will undertake to furnish basic supplies for the maintenance of displaced persons, it being understood that these basic supplies will guarantee to the displaced persons a satisfactory standard of living from the point of view of both nutrition and health. In fixing priorities for the distribution of provision and supplies, displaced persons will be given priority over the German population.

(b) By "basic supplies" is meant food, clothing, furniture, bedding, fuel, medical and pharmaceutical supplies, necessary maintenance supplies, etc., as well as physical facilities and installations, excluding, however, motor vehicles. The supplies UNRRA will need for displaced persons fall into the following two categories: (i) Physical facilities, equipment and supplies held in inventory on the 1st February, 1946, and available on that date at assembly centres. These stocks, including food, clothing, furniture maintenance and operating supplies, etc., but excluding vehicles and the personal property of the personnel of the camps under the command of the Commander-in-Chief, will be turned over to UNRRA on that date. The inventory of material turned over to UNRRA will, in accordance with paragraph 11(f) below, be set up in conformity with the directives of the Commander-in-Chief. (ii) Physical facilities, equipment and supplies which UNRRA will need both for displaced persons and for UNRRA administrative personnel. UNRRA will calculate and submit to the Commander-in-Chief estimates of its needs for these items. These estimates will be calculated quarterly and will be submitted for each quarter before the beginning of the preceding quarter, with the exception of estimates for the quarter beginning 1st April, 1946, which will be submitted not later than 10th March 1946. When passed by the Commander-in-Chief, these estimates will be approved for delivery of the supplies. Accounting for the supplies thus turned over to UNRRA will be performed in conformity with the directives of the Commander-in-Chief as provided in paragraph 11(f) below.

(c) UNRRA will be responsible for furnishing amenity supplies, it being understood that the Commander-in-Chief will contribute, as far as possible, to their supply, transport, and storage. By "amenity supplies" is meant supplies for self-help and vocational guidance purposes, recreational supplies, toilet requisites, tobacco, candy.

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(d) UNRRA will supply the vehicles necessary for its operations and will maintain them.

(e) UNRRA will be responsible for clothing and equipping its own personnel.

6. *Responsibilities of the Commander-in-Chief.* To the extent that they are not already defined in this Agreement, the responsibilities of the Commander-in-Chief will be the following:

(a) General supervision of all matters relating to displaced persons in the French Zone without prejudice to UNRRA's direct responsibility for them under paragraphs 4 and 5 above.

(b) The movement and transport of displaced persons.

(c) Maintenance of order, security, and respect for the laws and regulations in force. In the execution of this responsibility within assembly centres, the competent authorities will reach an understanding with the assembly centre director wherever displaced persons under his charge are to be subjected to search, arrest or detention in custody.

(d) The provision if necessary, of guards and security troops near assembly centres.

(e) The provision of basic supplies as provided by paragraph 5(a) and 5(b) above.

(f) Making available to UNRRA, so long as this Agreement is in effect, and to the fullest possible extent, the following transport facilities to supplement those at UNRRA's disposal; (i) transport facilities (motor, air, rail, and water) with priorities necessary for the transport of displaced persons and UNRRA personnel; (ii) transport facilities for the distribution of provisions to assembly centres, it being understood that UNRRA will make maximum use of its own facilities for short-haul from military depots.

(g) Furnishing UNRRA, as far as possible, facilities for the maintenance and repair of motor vehicles.

(h) Medical, dental, and infirmary care for displaced persons to the extent UNRRA may be unable to furnish it.

(i) Facilities for setting up UNRRA Offices and warehouses at zone, district, and assembly centre levels, and for such office supplies, furniture, equipment, etc., as UNRRA will need, not including typewriters and paper supplies.

(j) Telephone lines connected with the military network, at each assembly center, and Zone and District Headquarters, and at any UNRRA office in the Zone. UNRRA personnel at all levels will be authorised to use military radio facilities and will have access to teletype facilities for the transmission of official messages. UNRRA personnel will also be authorised to use the Army post and military courier services for the transmission of official mail and documents without going through military command channels. When the German internal postal, telegraphic and telephone services are re-established, they will be utilised by UNRRA for the

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transmission of official communications without prejudice to the use of military facilities, provided that these communications do not include messages classified as confidential, secret or top secret. The private mail of UNRRA employees will be handled through the same channels as are used by military personnel. The Commander-in-Chief will assume no responsibility, however, for the distribution of such mail to assembly centres.

(k) The establishment as soon as possible, of postal facilities for displaced persons, both to points within Germany and to countries outside Germany.

7. *Occupation of Premises.* The French authorities in the Zone will not require UNRRA to evacuate premises used for displaced persons or for UNRRA administration, billets for its personnel, or any other purpose unless a Military District Commander gives such an order out of military necessity. In such event, reasonable notice will be given to UNRRA and the military authorities will ensure that other suitable premises are obtained in substitution.

8. *Records and Files.* On the 25th of February, 1946, the records on displaced persons will be turned over to UNRRA. In addition, UNRRA will be furnished subsequent official documents, directives and data concerning displaced persons, and will be permitted access to files relating to UNRRA's responsibilities for displaced persons.

9. *Liaison Officers.* UNRRA will, within its field of activity furnish facilities to liaison officers accredited to the Commander-in-Chief who desire to visit their nationals in assembly centres in order to inspect the conditions of their care, their well-being and their repatriation.

10. *Use of Co-operatives and Other Military Facilities.* UNRRA personnel employed in the French Zone for displaced persons operations will be attached to military organisations for maintenance and will accordingly be entitled to receive the same regular or extra issues furnished to military personnel. The Commander-in-Chief will facilitate the distribution by UNRRA officials of P.X. supplies provided by UNRRA for its personnel employed in the French Zone. UNRRA personnel will have access to co-operatives, messes, and if they are available, to organisation facilities for laundry, dry cleaning and shoe repairs. UNRRA personnel will have the use of all facilities available to assimilated personnel, subject to the same restrictions, for billeting, rations, transport, and medical, dental, infirmary and hospital care. If, however, a minimum of fifteen UNRRA employees use a military mess, the Commander of the Unit it serves may request the UNRRA personnel to establish a separate mess for their own use.

11. *Financial Responsibilities.* (a) The Commander-in-Chief will make available to UNRRA without charge all the occupation marks which UNRRA needs to meet its expenses in the French Zone under this Agreement.

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(b) UNRRA will have complete responsibility for the payment of its personnel.

(c) The Commander-in-Chief assumes no financial responsibility for risk, injuries or death of UNRRA personnel, nor for any claim made against UNRRA, its personnel or its agents except in cases where the French authorities would be liable under laws and regulations in force.

(d) Special financial arrangements will be made between UNRRA and the finance officers of the Commander-in-Chief to facilitate the payment of UNRRA personnel in the French Zone.

(e) UNRRA personnel will be subject to the same financial restrictions as assimilated personnel in the employ of the Commander-in-Chief.

(f) The French authorities will keep account of all services rendered to UNRRA and of all facilities, services, billets, supplies and equipment transferred to UNRRA with the exception of supplies which although furnished by the Commander-in-Chief represent a levy on the country itself. UNRRA will also keep its own account of all the facilities, services, billets, provisions and equipment received by UNRRA from the French authorities. Reimbursement will be required of UNRRA only for supplies provided for UNRRA personnel.

12. *Employment of Displaced Persons.* The employment of displaced persons will be governed by existing laws and the regulations of the Commander-in-Chief.

(a) Conditions of labour for the employment of displaced persons by the French authorities will conform with the laws in force and directives issued by the Commander-in-Chief.

(b) Conditions of labour for the employment of displaced persons by UNRRA and by civilian employers will conform with the directives of the Commander-in-Chief and UNRRA regulations.

(c) In order that displaced persons employed by the French authorities and living outside assembly centres may not unexpectedly become UNRRA's responsibility, the French authorities will give UNRRA reasonable notice before discharging such displaced persons.

(d) The French authorities will take such steps as are necessary to arrange that, in conformity with the directives of the Commander-in-Chief, displaced persons employed in assembly centres on housekeeping or administrative tasks are paid by the German authorities.

13. *Review of the Agreement.* The provisions of this Agreement will be reviewed by the parties six months after it becomes effective.

14. *Date.* This Agreement will become effective as from the date of signing.

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Letters Supplementing the Agreement

- 3b. GENERAL PIERRE KOENIG, FRENCH COMMANDER-IN-CHIEF IN GERMANY, TO LIEUTENANT GENERAL SIR FREDERICK E. MORGAN, CHIEF OF UNRRA OPERATIONS IN GERMANY, 19 FEBRUARY 1946

On the occasion of the signing of the agreement which establishes the respective responsibilities of the French High Command and of UNRRA as regards Displaced Persons in the French Zone of Occupation, I have the honor to invite your attention to the very great effort which the furnishing of essential food supplies presents to France and to the French Zone of Occupation.

As a result of the conversations which I had the pleasure of having with you on that occasion I have entire confidence that you will give the widest possible interpretation to the Articles of the agreement concerning the supply by UNRRA of supplementary foodstuffs, and that you will be good enough to bring to the attention of the Council of UNRRA the reasons which would seem to favor putting at the disposal of the French authorities a portion of the essential foodstuffs for the "Displaced Persons" of the French Zone of Occupation.

- 3c. LIEUTENANT GENERAL SIR FREDERICK E. MORGAN TO GENERAL PIERRE KOENIG, 26 FEBRUARY 1946

I have to acknowledge your letter of February 19th, 1946, No. 941/CC/CAC/AA.

I quite appreciate the special difficulties relating to supplies for Displaced Persons in the French Zone of Germany to which you refer, and I wish to inform you that UNRRA is anxious to do anything it can to assist in this problem, consistent with the terms of the agreement and with the UNRRA resolutions. In particular we are prepared to interpret UNRRA obligations to furnish supplementary amenity supplies in a liberal and humanitarian spirit, with a view to alleviating as far as possible, the unfortunate situation of the Displaced Persons.

- 3d. MODIFICATIONS TO THE AGREEMENT DEFINING THE RESPECTIVE RESPONSIBILITIES OF THE FRENCH GENERAL COMMANDER-IN-CHIEF, GERMANY, AND THE DIRECTOR GENERAL OF UNRRA IN THE FRENCH ZONE OF OCCUPATION OF GERMANY, SIGNED BY GENERAL PIERRE KOENIG AND MYER COHEN, ACTING CHIEF OF UNRRA OPERATIONS IN GERMANY, 3 JANUARY 1947

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA) and the French General Commander-in-Chief in Germany (hereinafter referred to as "the Commander-in-Chief") hereby agree to the following amendments to the agreement of 18 February, 1946.

[New language is italicized.]

1. *Chap. IV: Responsibilities of UNRRA.* Amend paragraph *b* as follows:

UNRRA will maintain contact with the Commander-in-Chief and with governments of the countries of destination or their duly authorized representatives in order to regulate the repatriation of displaced persons; and will afford every facility to the French authorities with respect to the implementation of agreements in keeping with paragraph 1 (c) (ii) of the Resolution of United Nations General Assembly, dated 12th February 1946, concluded by the French Government and Governments of the countries of destination. Provisions of such Agreements that relate to participation by UNRRA will be communicated to the Administration.

2. *Chap. VI: Responsibilities of the Commander-in-Chief.* Amend paragraph *e* as follows:

The provision, and supervision of distribution, of basic supplies referred to in paragraph 5(a) above. Officers charged by the Commander-in-Chief with supervising the distribution of such basic supplies will cooperate fully with UNRRA and receive every facility that will assist in the discharge of their assigned duties.

3. *Chap. XII: Employment of Displaced Persons.* Add paragraph *e* following:

The provision of employment for Displaced Persons will be a responsibility of the French authorities. Provided such does not interfere with repatriation, UNRRA will, on being directly informed as to the need of Displaced Persons labour in the French Zone by the requesting French Authority, make available physically capable and qualified Displaced Persons not needed for Assembly Center or Administration duties.

4. *Chap. XIII: Review of the Agreement.* Chapter XIII be amended as follows:

The operation of this Agreement will continue until such time as UNRRA's Displaced Persons responsibilities and activities in the French Zone are undertaken by the International Refugee Organization, or by any other appropriate body, provided that its operation shall not continue after 30th June 1947. Until 30th June 1947 the provisions of this Agreement may, at the request of either party, be reviewed.

4. *Agreement Relating to the Responsibilities of the Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone of Germany and UNRRA, Signed by Field Marshal Sir Bernard Law Montgomery and Lieutenant General Sir Frederick E. Morgan, 27 November 1945*

THIS AGREEMENT is made on the twenty-seventh day of November 1945 BETWEEN The Director General of *The United Nations Relief and Rehabilitation Administration* (hereinafter referred to as U.N.R.R.A.) of the one part and the *Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone in Germany* (hereinafter referred to as "C.-in-C.") of the other part.

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WHEREBY IT IS AGREED as follows:

1. *Object.* The object of this Agreement is to establish the relationship between and responsibilities of U.N.R.R.A. and C.-in-C. for the care and control of United Nations displaced persons and those assimilated to them in status by this Agreement in the British Zone of Germany, and for their movement within and beyond the British Zone of Germany. It supersedes, with respect to that Zone, the Agreement made between U.N.R.R.A. and the Supreme Commander, Allied Expeditionary Force (hereinafter referred to as A.E.F.) dated 25 November 1944. Nothing in this Agreement shall be interpreted as derogating or detracting from or limiting the powers of C.-in-C., or as imposing on U.N.R.R.A. obligations inconsistent with the Resolutions of the U.N.R.R.A. Council.

2. *Persons to whom this Agreement relates.* The displaced persons in respect of whom U.N.R.R.A. agrees to assume the responsibilities set out below are: (a) United Nations nationals (other than United Nations nationals for whom the C.-in-C. retains responsibility under special agreements); (b) Italian nationals; (c) persons of undetermined nationality and stateless persons; (d) enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or have been deported therefrom, by action of the enemy, because of race, religion, or activities in favour of the United Nations; (e) any person or group of persons to whom the provisions hereof may be extended by agreement between the parties. Such displaced persons are hereinafter collectively referred to as "Displaced Persons."

3. *U.N.R.R.A. organization.* (a) U.N.R.R.A. will maintain a Zone Headquarters at the Headquarters of the British Army of the Rhine with subordinate Headquarters at Corps District Headquarters and at such lower levels as may be considered necessary by the appropriate authorities and U.N.R.R.A. jointly.

(b) The respective military and U.N.R.R.A. Headquarters will operate in close mutual liaison at each level in order to co-ordinate operations in connection with their several responsibilities.

4. *Responsibilities of U.N.R.R.A.* On the date when this Agreement becomes effective, U.N.R.R.A., subject to any General Orders and Instructions issued by C.-in-C. and to any Resolutions of the U.N.R.R.A. Council, will assume responsibility for certain functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the categories set out in paragraph 2 who may from time to time be found in the British Zone, including the following:

(a) Command and control of all U.N.R.R.A. units and personnel operating in the British Zone, and also units and personnel of such voluntary agencies as may be operating under the co-ordination of U.N.R.R.A. in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by

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the parties hereto. Such aggregations are hereinafter collectively referred to as "assembly centres." This responsibility will be assumed progressively from the date when this Agreement becomes effective and from such dates thereafter as may be agreed upon by the parties hereto. U.N.R.R.A.'s duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories which U.N.R.R.A. is authorized to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany, and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons. References to U.N.R.R.A. and to U.N.R.R.A. personnel in this agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating under the control of U.N.R.R.A. in accordance with this paragraph. Prior to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon and subject to the terms of agreements made by them with U.N.R.R.A. and approved by C.-in-C. U.N.R.R.A. will be responsible for the proper documentation of voluntary agency personnel serving in the British Zone in accordance with this paragraph.

(d) The operation of an Archives Office including an Enquiry and Tracing Bureau, in connection with the Central Tracing Bureau for the whole of Germany.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable. (ii) Where U.N.R.R.A. cannot provide such services it will notify the appropriate authorities accordingly in ample time for them to plan for the provision of facilities needed to supplement those provided by U.N.R.R.A. (in accordance with paragraph 5(j) below). (iii) The aim of U.N.R.R.A. will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May 1945).

(g) The provision of amenity supplies, equipment and facilities. (See paragraph 5[e]).

(h) The submission from time to time to authorities designated by

C.-in-C. of requirements for each assembly centre in respect of supplies and requirements for which under paragraph 9(g) U.N.R.R.A. is not called on to pay and which are needed to implement the procurement programme drawn up in accordance with paragraph 5(d) (ii) below; the giving of a receipt for supplies and services; and the maintenance of adequate internal checks on their utilisation.

(j) The making of recommendations to C.-in-C. for the return of displaced persons to their former homes.

(k) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(l) The initial provision of clothing and equipment to scales agreed with the War Office for all U.N.R.R.A. personnel arriving in the British Zone. (See paragraph 6[g]).

(m) The provision as far as is practicable of vehicles required for the performance of U.N.R.R.A.'s responsibilities under this Agreement, and the maintenance of such vehicles.

5. *Responsibilities of C.-in-C. in regard to displaced persons.* (a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone without prejudice to U.N.R.R.A.'s direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres the appropriate authorities will consult with the assembly centre Directors concerned, in particular when the displaced persons under their care are liable to be subjected to search, arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, fuel, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by U.N.R.R.A. for displaced persons will be dealt with in two classes as follows: (i) Those held in each assembly centre on the day on which it is taken over by U.N.R.R.A. will be handed over to U.N.R.R.A. on that date. The handover will not, however, include equipment held on unit charge to any military unit, except such as may be specifically authorized by C.-in-C. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below. (ii) Those subsequently required by U.N.R.R.A. for displaced persons. U.N.R.R.A. will calculate and put forward to the appropriate authorities estimates of its requirements of such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement

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of the preceding quarter. Estimates for the quarter beginning 1 January 1946, however, will be submitted by the appropriate British authorities; U.N.R.R.A. may make to the British authorities any representations concerning these estimates which it may consider necessary. Accounting for material handed over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.

(e) Provision to the greatest extent possible of amenity supplies, equipment and facilities from available German resources to supplement those provided by U.N.R.R.A.

(f) Transport facilities (including petrol, oil and lubricants) for displaced persons and for U.N.R.R.A. supplies over and above those facilities which can be provided by U.N.R.R.A. from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by U.N.R.R.A. for displaced persons. The appropriate authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to U.N.R.R.A. and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons, as soon as practicable, within the British Zone and outside that Zone insofar as C.-in-C. is in a position to make postal service available.

(j) (i) Provision, insofar as is practicable of medical, nursing and preventive services to supplement those provided by U.N.R.R.A.; (ii) existing civil facilities equipment and supplies will be made available to U.N.R.R.A. for furnishing such services for displaced persons.

6. *Facilities and services to be provided for U.N.R.R.A. units and personnel by C.-in-C.*

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at U.N.R.R.A. Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the appropriate authorities as necessary for the discharge of U.N.R.R.A.'s responsibilities pending their substitution from U.N.R.R.A. resources.

(c) Petrol, oil and lubricants for vehicles held by U.N.R.R.A.

(d) Repair of vehicles held by U.N.R.R.A. and the replacement of parts and tyres.

(e) Facilities with appropriate priorities to ensure necessary movement of U.N.R.R.A. personnel.

(f) Provision of rations on normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessaries on an agreed scale, and provision of laundry and boot-repair facilities.

(h) Use of military recreational facilities including N.A.A.F.I.,

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E.N.S.A., and military clubs and canteens, according to their equivalent military rank, as determined by their functions.

(j) Use of the military communications systems including telephones for U.N.R.R.A. official communications. Use of the Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for U.N.R.R.A. personnel.

7. *Files and records.* From the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, A.E.F., and successor agencies will be made available to U.N.R.R.A. In addition, U.N.R.R.A. will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by U.N.R.R.A.

8. *Allied Liaison Officers.* (a) U.N.R.R.A. will allow liaison officers for repatriation, accredited to C.-in-C., access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by C.-in-C. U.N.R.R.A. will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.

(b) U.N.R.R.A. will work in close co-operation with Allied Liaison, H.Q., B.A.O.R., in connection with U.N.R.R.A.'s dealings with Allied nationals and with the above Allied Liaison Officers.

9. *Financial responsibilities and arrangements.* (a) The appropriate authorities will make available to U.N.R.R.A. without charge all German currency which U.N.R.R.A. requires for expenditure incurred in the British Zone in Germany in implementation of the Agreement.

(b) U.N.R.R.A. has full financial responsibility for the payment of all its personnel or employees.

(c) British Military authorities assume no financial responsibility for risk, injuries, or death occurring to U.N.R.R.A. employees, or for any claim arising against U.N.R.R.A. or its employees or agents, except for cases in which British Military authorities would be liable under existing regulations.

(d) Financial arrangements already made by U.N.R.R.A. whereby British Army pay officers will honour U.N.R.R.A. paybooks and will cash U.N.R.R.A. salary and expenses cheques drawn upon banks specified, or to be specified by C.-in-C., are continued in effect.

(e) U.N.R.R.A. personnel shall be subject to financial restrictions applicable to civilian personnel of the Control Commission for Germany (British Element).

(f) The appropriate authorities will maintain accounting records for all services rendered to U.N.R.R.A. and for all facilities, services, accommodation, supplies and equipment handed over to U.N.R.R.A., except such indigenous items as C.-in-C. determines should not be accounted for.

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U.N.R.R.A. will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by U.N.R.R.A. from the appropriate authorities.

(g) U.N.R.R.A. will not be called upon to pay for the supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. U.N.R.R.A. will reimburse the appropriate authorities for supplies and equipment furnished by them for maintenance of U.N.R.R.A. personnel and personal equipment.

10. *Employment of displaced persons.* The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by U.N.R.R.A. or by other employers will be in accordance with Military Government directives and U.N.R.R.A. policies.

(c) In order that displaced persons employed by British authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of U.N.R.R.A., the British authorities will give U.N.R.R.A. due notice of any expected turnover incident to the termination of their employment.

(d) U.N.R.R.A. will maintain records of the capabilities and availability for employment of individual displaced persons under its care.

11. *Legal status of U.N.R.R.A. personnel.* Officials and other personnel of U.N.R.R.A., being nationals of any of the United Nations shall, in respect of offences committed by them in the British Zone be entitled to the same privileges and be subject to the same liabilities as are British civilians under Military Government Ordinance No. 5. Legislation to give effect to this clause will be promulgated by Military Government.

12. *Interpretation of Agreement.* U.N.R.R.A. recognizes that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for U.N.R.R.A. personnel rests with C.-in-C. C.-in-C. recognizes the right of U.N.R.R.A. on giving reasonable notice of its intention so to do to withdraw from this Agreement if U.N.R.R.A. considers that the facilities, services and supplies made available by the military authorities are insufficient to enable U.N.R.R.A. effectively to discharge its obligations to its Member Governments. On the other hand, U.N.R.R.A. recognises the right of C.-in-C. on giving the like notice to withdraw from this Agreement if he considers that U.N.R.R.A. does not discharge its responsibilities under paragraph 4 in a manner consistent with his responsibility for overall supervision of all matters affecting displaced persons in the British Zone. This Agreement so far as

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it relates to the British Zone shall be interpreted in accordance with English Law.

13. *Review of Agreement.* The provisions of this Agreement shall at the request of either party be reviewed at the end of six months after the date when it becomes effective.

14. *Date when effective.* This Agreement will become effective as from the date thereof.

5. *Agreement as to the Relationship of the Commanding General, USFET, in the United States Zone of Germany to UNRRA, Signed by Major General H. R. Bull and Lieutenant General Sir Frederick E. Morgan, 19 February 1946*

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") and the Commanding General, United States Forces, European Theater (hereinafter referred to as "USFET") ARE HEREBY AGREED as follows:

1. *Object.* The object of this Agreement is to state the relationship of UNRRA to the Commanding General, USFET in the discharge of his responsibility for care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the United States Zone of Germany. It supersedes, with respect to the United States Zone, the Agreement between UNRRA and the Supreme Commander, Allied Expeditionary Force, dated 25 November 1944, which has been continued in effect from the time of dissolution of Supreme Headquarters.

2. *Persons to whom this Agreement relates.* The displaced persons in respect of whom UNRRA agrees to perform the functions set out below are: (a) United Nations nationals; (b) Italian nationals; (c) stateless persons; (d) enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or who have been deported therefrom, by action of the enemy, because of race, religion, or activities in favor of the United Nations; (e) any other person or groups of persons for whom UNRRA is authorized to care.

Such displaced persons are hereinafter collectively referred to as "displaced persons." UNRRA will not be required to perform functions specified in this Agreement with respect to such displaced persons as may be designated by CG, USFET.

3. *Functions to be performed by UNRRA.* The Commanding General, U.S. Forces, European Theater retains over-all responsibility for the care, control and movement of displaced persons in the U.S. Zone. UNRRA, subject to the laws, general orders, rules and regulations, directives and over-all supervision of the CG, USFET, will to the extent permitted by the resolutions of the UNRRA Council perform designated functions relating to displaced persons within the U.S. Zone including the following:

(a) The administration of such assembly centers, transit camps and

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other aggregations of displaced persons as may be agreed upon by the parties hereto (hereinafter collectively referred to as "assembly centers").

(b) The making of agreements, subject to approval of CG, USFET, in connection with programs for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilization and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other functions relating to displaced persons coming within their terms of reference. References to UNRRA and to UNRRA personnel in this agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on which this agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F. or by U.S. Military authorities will remain in force. After that date, the work of such agencies will be dependent upon agreements made by them with UNRRA.

(c) The operation of a Records Office including an Enquiry and Tracing Bureau for determining the location and condition of displaced persons.

(d) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(e) (i) The provision where necessary and practicable of dispensary, infirmary, dental, nursing, medical and preventive services for displaced persons in assembly centers. (ii) By arrangement with the appropriate military authorities, existing civil facilities, equipment and supplies will be available to UNRRA for furnishing such services for displaced persons. (iii) Where UNRRA cannot provide such services it will notify the appropriate military authorities accordingly in ample time for them to plan for the provision of the facilities and personnel needed to supplement those provided by UNRRA (in accordance with paragraph 6(d) below). (iv) UNRRA will provide such services for displaced persons to a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May 1945).

(f) UNRRA will cooperate with the military authorities and with the Governments of the countries concerned, or their authorized representatives, in arranging for the movement of displaced persons, including their reception in countries of destination and transit (if any) through other countries enroute.

(g) UNRRA will consult with the appropriate agencies, such as the Intergovernmental Committee on Refugees or other agents of the Zone Commander, in connection with plans for the resettlement of displaced persons under its care.

4. *UNRRA organization.* (a) UNRRA will maintain a Central Head-

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quarters in Germany, in order to perform the functions outlined in paragraph 3 above.

(b) In addition to a Central Headquarters, UNRRA will establish branch offices at Zone, Military District, and such other levels and/or locations as may be agreed upon.

5. *Responsibility for supplies.* (a) The Military authorities will continue to be responsible for ensuring that basic supplies are furnished for displaced persons on a standard adequate for the maintenance of health and well-being and a nutritionally adequate diet. In assessing priorities for the allocation of supplies, supplies for displaced persons will have priority over supplies for the German population.

(b) The term "basic supplies" will (without limiting the generality of the term) include food, fuel, clothing, furniture, bedding, medical supplies, maintenance and operating supplies, as well as physical facilities and installations. The supplies furnished to UNRRA will be dealt with in two classes, as follows: (i) Physical facilities, equipment and supplies held in the military inventory as of the date when this agreement becomes effective and then on hand at assembly centers. Such property will be turned over to UNRRA on that date. The turnover will not, however, include organizational (T/E) equipment of any U.S. Military unit, except such as may be specifically authorized by Headquarters, USFET. Accounting for material turned over to UNRRA will be in accordance with paragraph 11(f) below. (ii) Physical facilities, equipment and supplies subsequently required by UNRRA for both displaced persons and UNRRA administrative personnel. UNRRA will calculate and put forward to Headquarters, USFET, requirements estimates for such facilities, equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Estimates for the quarter beginning 1 April 1946, however, will be submitted by U.S. military authorities but UNRRA may until 1 April 1946 propose amendments to these estimates. Accounting for material turned over to UNRRA will be in accordance with paragraph 11(f) below.

(c) Military vehicles required by UNRRA will normally be procured by UNRRA through the Foreign Liquidation Commission, but the military authorities will continue to loan to UNRRA vehicles required for the discharge of the functions assumed by UNRRA under this agreement until such time as UNRRA is able to replace them.

(d) UNRRA will furnish supplementary welfare or amenity supplies, but the military authorities will assist where practicable in their procurement, warehousing and movement.

(e) Joint Panels consisting of representatives of UNRRA and of the Military authorities will be set up for the purpose of considering the operation of this article and making recommendations with respect thereto.

6. *Facilities, services and transport.* The U.S. military authorities will,

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during the period of this agreement, insofar as practicable, continue to furnish the following facilities, services and transport required for the displaced persons program, in addition to those owned or operated by UNRRA:

(a) Transportation facilities (motor, air, rail or sea) with appropriate priorities to ensure necessary movement of displaced persons, and for the movement of UNRRA personnel.

(b) Warehousing and transportation for distribution of supplies to assembly centers. However, UNRRA will make full use of available UNRRA trucks for short-haul transport from military depots.

(c) POL¹ for UNRRA vehicles and necessary maintenance and replacement articles, including parts and tires.

(d) Medical, nursing and dental care for displaced persons, to the extent necessary to supplement that provided by UNRRA in accordance with paragraph 3 (c) above.

(e) The military authorities retain responsibility for the enforcement of law and order with respect to displaced persons and will provide guards and security troops. In the execution of this responsibility within assembly centers they will consult with the assembly center directors concerned in particular when the displaced persons under their care may be subjected to search, arrest and detention in custody.

(f) Adequate office accommodations and warehouse facilities and services for UNRRA Central Headquarters, Zone, District, and local offices and installations, and such office supplies, equipment, etc., as are required by UNRRA.

(g) Telephone communications, linked to the military network at each assembly center and at the UNRRA Central, Zone, District and other Headquarters and installations, UNRRA personnel at Central, Zone, District, and other levels, will be permitted to use military radio and teletype facilities for the transmission of official messages. They will also be permitted the use of APO postal services and the military courier service for the transmission of official mail and documents, such communications not being subject to forwarding through military command channels. When the German internal postal, telephone and telegraph systems are re-established, these will be utilized by UNRRA for transmission of official communications, if desired, without prejudice to the use of military facilities, provided that these do not contain material classified as confidential or higher. Personal communications of UNRRA employees will be transmitted through the same APO channels as are used by military personnel. However, the military assume no responsibility for the distribution of such mail to assembly centers. The military authorities will, as soon as practicable, provide postal facilities for displaced persons, both within Germany and to countries outside Germany.

7. *Occupation of premises.* U.S. military authorities will not require

¹ Gasoline, oil, and lubricants.

UNRRA to evacuate premises occupied by UNRRA either for displaced persons or for administration, billets or other use by UNRRA personnel, except that a Military District Commander may order such action where military requirements make it necessary. In such event, reasonable notice will be given UNRRA and the military authorities will ensure that other suitable premises are obtained in substitution.

8. *Files and records.* As of the date when this agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to UNRRA. In addition, UNRRA will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons functions assumed by UNRRA.

9. *Liaison officers.* UNRRA will allow liaison officers for repatriation accredited to USFET, access to assembly centers in which their nationals are living, in order to carry out the functions set out in the directives of the Commanding General USFET. UNRRA will afford full cooperation to such officers in matters of care, welfare and repatriation of their respective nationals.

10. *Use of post exchanges and other military facilities.* UNRRA personnel deployed for displaced persons operations in the U.S. Zone of Germany will be attached to military organizations for maintenance, and, when so attached, will be entitled to the use of Post Exchanges; Sales Stores; laundry, dry cleaning and shoe repair installations; messes and other facilities on the same basis and subject to the same restrictions as those currently or subsequently applicable to civilian employees of the armed forces, and will be accorded the same facilities as civilian employees of the armed forces in all matters relating to accommodation, rations, transportation, and medical, dental, and nursing care and hospitalization, except that when more than fifteen UNRRA staff employees are utilizing a military mess, UNRRA may be required by the Commander of the unit maintaining such military mess to establish its own mess facilities. For the purpose of determining privileges, reference will be made to letter Headquarters, ETOUSA, AG 231, OPGA, 28th April 1945, or such modification thereof or substitution therefor as may from time to time be issued by Headquarters, USFET.

11. *Financial responsibilities and arrangements.* (a) The Military authorities will make available to UNRRA without charge, i.e., against receipt, all German currency which UNRRA requires for its expenditure, in the U.S. Zone of Germany in implementation of this Agreement.

(b) UNRRA has full financial responsibility for the payment of all its personnel or employees.

(c) U.S. military authorities assume no financial responsibility for risk, injuries, or death occurring to UNRRA employees, nor for any claim arising against UNRRA or its employees or agents, except for cases in which military authorities could be liable under existing regulations.

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(d) Financial arrangements already made by UNRRA whereby U.S. Army finance officers will honor UNRRA paybooks and will cash UNRRA salary and expense cheques drawn upon banks specified, or to be specified by Fiscal Director, USFET, are continued in effect.

(e) UNRRA personnel shall be subject to financial restrictions applicable to civilian personnel of the Army.

(f) U.S. military authorities will maintain accounting records for all services rendered to UNRRA and for all facilities, services, accommodation, supplies, and equipment turned over to UNRRA, except such indigenous military government items as Headquarters, USFET determines should not be carried on U.S. Army accounting records. UNRRA will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by UNRRA from U.S. military authorities.

(g) UNRRA will reimburse the military authorities for: (1) supplies and equipment furnished by the Military to UNRRA as organizational overhead equipment or for maintenance of UNRRA personnel and equipment; (2) any supplementary amenity supplies which the military may procure on UNRRA's behalf.

12. *Employment of displaced persons.* The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labor in connection with the employment of displaced persons by U.S. Military organizations will be in accordance with USFET directives.

(b) Conditions of labor and methods of selection in connection with the employment of displaced persons by UNRRA or by civilian employers will be in accordance with Military Government directives and UNRRA policies.

(c) In order that displaced persons employed by U.S. military authorities and maintained apart from assembly centers or other displaced persons establishments may not unexpectedly become a responsibility of UNRRA, U.S. Military authorities will give UNRRA due notice of any expected turnover incident to the termination of their employment by the military forces.

(d) U.S. military authorities will take such steps as are necessary and in accordance with Military Government directives, to arrange for the payment by German authorities of displaced persons employed in house-keeping and administrative tasks within assembly centers.

13. *Review of Agreement.* The provisions of this agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

14. *Date when effective.* This agreement will become effective as from the date of its signature.

6. *Agreement Relating to Transfer of Responsibility for Displaced Persons from SACMED to UNRRA, Signed by Major General M. W. M. McLeod and Spurgeon M. Keeny, 15 July 1946*

WHEREAS, The United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA), in agreement with the Supreme Allied Commander, Mediterranean Theatre of Operations (hereinafter referred to as SACMED) has undertaken to administer on his behalf and subject to military responsibility, certain camps and other installations in Italy for non-Italian displaced persons eligible for UNRRA assistance; and

WHEREAS, SACMED now desires to terminate the period of military responsibility for such displaced persons; and

WHEREAS, UNRRA, under Article II of the Agreement of 19 January 1946 between UNRRA and the Italian Government, supplementing their Agreement of 8 March 1945, is authorised to administer relief for such displaced persons in Italy;

UNRRA, represented by S. M. Keeny, Chief of Italian Mission, and SACMED have agreed as follows:

ARTICLE I: PURPOSE

(1) The purpose of this Agreement is to establish the conditions under which SACMED transfers to UNRRA responsibility for the care, maintenance and repatriation of non-Italian displaced persons in Italy eligible for UNRRA assistance. From the time of the effective date of this Agreement this responsibility is transferred from SACMED to UNRRA and the military period for such displaced persons comes to an end. Such responsibility is accepted by UNRRA subject to the ultimate authority of the Italian Government.

(2) Nothing in this Agreement will be interpreted to impose on UNRRA obligations inconsistent with the UNRRA Agreement of 9 November 1943 or with the Resolutions of the UNRRA Council or with the Agreements between UNRRA and the Italian Government of 8 March 1945 and of 19 January 1946.

ARTICLE II: DISPLACED PERSONS

(1) The displaced persons for whom UNRRA assumes responsibility are: (a) United Nations nationals (other than United Nations nationals for whom SACMED retains responsibility under special agreements); (b) persons of undetermined nationality and stateless persons; (c) enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence, or have been deported therefrom, by action of the enemy, because of race, religion or activities in favour of the United Nations; (d) any person or groups of persons to whom the provisions hereof may be extended by agreement between the parties. Such displaced

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persons are hereinafter collectively referred to as "displaced persons."

(2) Subject to the provisions of (3), it will be the function of UNRRA to determine which displaced persons fall within the categories eligible for UNRRA assistance. At any time before or after the transfer of responsibility for displaced persons to UNRRA, SACMED will, on the request of UNRRA, assist in establishing the eligibility for UNRRA assistance of displaced persons. Persons shown at any time to be ineligible for UNRRA assistance will be the responsibility of SACMED and will be removed by SACMED from UNRRA Camps and installations, provided that such persons were registered in displaced persons camps and installations on the effective date of this Agreement. However, this qualification does not apply in regard to persons subject to the provisions of (3).

(3) Both before and after the effective date of this Agreement SACMED retains exclusive responsibility to determine the persons who may be subject to detention in the custody of the military or civilian authorities of any of the United Nations on charges of having collaborated with the enemy or having committed other crimes against the interests or nationals of the United Nations, and to remove such persons from displaced persons camps and other installations. Persons determined by SACMED to be subject to such detention and removed by him from UNRRA camps and installations become ineligible for further UNRRA care whether or not they are detained in the custody of military or civilian authorities.

ARTICLE III: TRANSFER OF PROPERTY

(1) The transfer of camps and other installations by SACMED to UNRRA includes all movable and immovable property, including premises, stores and supplies, vehicles and other equipment surplus to military requirements as UNRRA, in its opinion requires. Military records, classified or otherwise, pertaining to non-Italian displaced persons in Italy, are transferred to UNRRA. Such records, including necessary enquiry and statistical services, will be maintained by UNRRA after the transfer. Moreover, UNRRA will be kept informed and given access to subsequent military documents, directives and information, including classified material, which are relevant to the responsibility assumed by UNRRA.

(2) Immovable property requisitioned by SACMED and required by UNRRA for displaced persons will be de-requisitioned by SACMED at the request of UNRRA. SACMED will co-operate with UNRRA and the Italian Government in the subsequent re-requisitioning of such immovable property for UNRRA, in order that the de-requisitioning and the re-requisitioning may take place simultaneously.

(3) Responsibility for the reasonable care and use of United States or British military immovable property or moveable property transferred on charge to UNRRA, will pass at the time receipts are signed by UNRRA. Such property will be listed separately and signed receipts turned over to SACMED. Ownership and absolute risk of loss for this property will pass

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to UNRRA only on the date that UNRRA elects the items it desires to purchase. Payment for property that UNRRA elects to purchase will be made by UNRRA in accordance with standard procedures for the procurement of military surpluses from the governments concerned. Purchase procedure will be initiated by UNRRA within 45 days of the submission to UNRRA of classification and prices of the items desired.

(4) Expendable supplies, such as rations, medical and sanitary supplies, found in the camps and other displaced persons installations taken over by UNRRA at the time of the effective date of this Agreement will be transferred to UNRRA without payment.

ARTICLE IV: PROVISION OF SUPPLIES

(1) SACMED, for administrative convenience, will continue to make rations available for Displaced Persons for whom UNRRA is responsible and for UNRRA personnel until the effective date of this Agreement. However, UNRRA will reimburse SACMED only for rations made available after such date. UNRRA will, at the election of SACMED, either reimburse SACMED in kind for rations made available after the effective date of this Agreement, or pay in sterling or dollars for such rations in accordance with such procedures as may be determined by SACMED. Such reimbursement will be made by UNRRA within thirty days after the submission of a statement concerning the rations supplied by SACMED. If the reimbursement is made in kind, UNRRA, within the limits of its resources, will furnish an approximate equivalent of the rations supplied by SACMED.

(2) SACMED also agrees that UNRRA will have right to purchase surplus military rations after the termination of SACMED's undertaking to supply rations.

(3) UNRRA assumes no financial responsibility for the care, maintenance and repatriation of displaced persons prior to the effective date of this Agreement.

ARTICLE V: TRANSPORTATION

(1) Effective from the date of this Agreement, arrangements for transportation of displaced persons for whom UNRRA is responsible will be made by UNRRA with the appropriate civilian transport authorities.

(2) Only where it is necessary to use military transport or military-controlled transport, will arrangements be made with the military transport authorities.

(3) No transportation charges will be borne by SACMED except in respect of such displaced persons as remain a military responsibility.

ARTICLE VI: EFFECTIVE DATE

This Agreement becomes effective 1 August 1946.