

Appendix Seven

UNRRA AGREEMENTS WITH GOVERNMENTS OF RECEIVING COUNTRIES

1a. ALBANIA

*Signed by General Colonel Enver Hoxha and Dayrell R. Oakley-Hill,
Chief, UNRRA Mission to Albania, 1 August 1945*

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9th November, 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration), whose principal purpose is:

“To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services”; and

WHEREAS, The Democratic Government of Albania (hereinafter referred to as the Government) exercises administrative authority in Albania within the meaning of Resolution one of the Council of the Administration; and

WHEREAS, Albania has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in Albania upon the termination of the period of military responsibility for civilian relief; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of Albania and in accordance with the Agreement of 9th November, 1943, and the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, In accordance with Resolution 14 the Director General has determined that Albania is not at this time in a position to pay with suitable means of foreign exchange for the relief and rehabilitation of Albania; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practicable applications of such responsibilities shall be arranged on the basis of mutual understandings;

The *Government of Albania*, represented by General Colonel Enver Hoxha, and the *United Nations Relief and Rehabilitation Administration*, represented by Dayrell R. Oakley-Hill, Chief of the Administration's Mission to Albania, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9th November, 1943, and the Resolutions, the Administration will furnish Albania with relief and rehabilitation supplies and services upon the termination of the period of military responsibility for civilian relief, and the Government will cooperate with the Administration for this purpose. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Albania is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall not claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such supplies during the life of this Agreement.

(b) The Government will present schedules of supplies they desire monthly, for periods of at least six months in advance of the time the supplies are desired. These schedules will provide insofar as possible quantities, specifications, and points for the delivery of the supplies. In recognition of many uncertainties including the uncertainty of the volume of shipping the Administration can obtain, the Government will also present priorities covering a period of at least three months with respect to supplies it desires, to guide the Administration in case the full amounts requested by the Government cannot be supplied. In turn, the Administration will state its program of supplies to be delivered in response to such requests, giving notice as far in advance as practicable, and if possible at least three months ahead of the probable arrival of the supplies in ports of entry for Albania. The Administration will be glad, through its authorised representatives, to discuss its plans for supplies and

communicate any changes therein at any time and obtain from the Government their proposals for changes in the plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above and the services for the care, maintenance and repatriation of the displaced persons whom the Administration is authorised to assist will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 through 13. Wherever necessary the Government will take measures to ensure that such policies are followed throughout the country. Supplementary agreements will be concluded between the Administration and the Government in regard to the organisation of relief and rehabilitation services. In these agreements it will be provided that the Government will administer the aforementioned services and afford the necessary funds for the execution of services which will be derived from the proceeds of sale of relief supplies, and the Administration will provide the personnel and necessary supplies.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Albania of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to ensure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for Albania, will be consigned to the Administration's Mission in the country. The supplies will be transferred and legal title to the property will be passed to the Government or its designee, against appropriate receipts as soon as they reach such designated ports of entry, or frontier points of Albania as may be agreed upon from time to time. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for, and operations respecting, the distribution of supplies, including for example the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price controls by commodity, by region,

and by classes of consumers for each of the commodities supplied by the Administration; (v) the facilities and methods of handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions, the Government will keep the Administration fully informed regarding the distribution of supplies within Albania. The system of distribution of those supplies in Albania will be based upon the Council Resolutions and the Government will afford representatives of the Administration opportunity to observe at all necessary stages the distribution of the supplies furnished by the Administration, and to discuss such distribution with the appropriate authorities.

(e) The Government will afford the Administration opportunity for, and will cooperate with the Administration in, making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will, when requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Albania in the execution of relief and rehabilitation programs undertaken pursuant to Articles I, II and III of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications, transportation, and public services within the country.

(b) The Government will provide the Administration quarterly with a record of the net proceeds derived in the preceding quarter from the sale, lease, or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. In lieu of a record of actual net proceeds, a lump sum approximation of proceeds may be mutually agreed upon by the Government and the Administration.

(c) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, funds equivalent in amount to the sums recorded as net proceeds under paragraph (b) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (a) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation, including public utilities; (ii) activities undertaken by or under the direction of the Government with respect to health and welfare services; (iii) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II

of this Agreement; (*iv*) warehousing, handling, and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas; (*v*) procurement of supplies and services available in Albania for relief and rehabilitation in other areas, insofar as such procurement is consistent with the economic requirements of Albania.

The Government will have discretion to determine what sums will be made available to the Administration pursuant to this paragraph.

(*d*) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (*c*) above. In addition, the Government will furnish the Administration with periodic reports of the expenditures made and receive the Administration's view regarding such expenditures. In those cases where funds are made available to the Administration for its activities pursuant to paragraph (*c*) above they shall be utilised in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(*e*) At the end of the first six months of the Administration's operations in Albania under this Agreement, the parties hereto will review the provisions of this Article in the light of the needs and circumstances at the time.

ARTICLE V: ADMINISTRATION MISSION AND PERSONNEL

(*a*) The Administration will establish a Mission in Albania which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions. The Mission will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting, and financial activities within Albania pursuant to this Agreement. The headquarters of the Mission will be situated at the seat of Government.

(*b*) The names of the Chief of the Administration's Mission, his deputies and major assistants will be notified to the Government in advance of arrival in Albania and in the event of change. The Administration will communicate to the Government the general authority delegated to the Chief of the Administration Mission.

(*c*) The Government will facilitate the admission and movement of Administration personnel in Albania pursuant to this Agreement as recommended by Resolution 36.

(*d*) The Administration will ensure the good conduct, integrity, and

moral character of its personnel and will discharge or recall such of its personnel who violate these standards. The Government is entitled to request the Administration to discharge or recall such of the Administration's personnel who violate these standards.

(e) The term "Administration personnel" as used in this Agreement includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration, within the limits of Resolution 9 (3).

(f) In pursuance of paragraph (a) above, the Administration shall be free to employ Albanian subjects and permanent residents of Albania to the extent necessary to discharge its responsibilities. The Government will furnish all practicable assistance to enable the Administration to locate and employ suitable subjects and residents of Albania for its operations under this Agreement. Permanent residents in Albania or Albanian subjects will be employed by the Administration only provided the confirmation of the Government shall have been obtained.

(g) All locally engaged personnel will be paid at the prevailing scale of wages for similar employment in Albania.

ARTICLE VI: FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Administration and to assist the Administration in obtaining such services and facilities as may be required to carry on its operations within Albania.

(b) The Government will accord the Administration the following facilities, privileges, immunities and exemptions: (i) immunity from suit and legal process, except with the consent of, or so far as is provided for, in any contract entered into by or on behalf of, the Administration; (ii) inviolability of the archives of the Administration and of the premises of the official business headquarters at the seat of Government; (iii) such exemptions from or facilities in respect of foreign exchange controls as are granted to representatives of friendly powers.

(c) The Government will take steps that may be necessary to enable the Administration to exercise within Albania the powers conferred on the Administration by Article I, paragraph 1, of the Agreement of 9th November, 1943.

(d) The Government will accord to the personnel of the Administration when engaged on the business of the Administration the following privileges and immunities: (i) immunity from legal process of any kind in respect of acts performed by them in their official capacity and falling within their function as such; (ii) the same immunities from immigration restrictions, alien registration and military service obligations, and the same facilities as regards exchange restrictions as are accorded to representatives, officials and employees of similar rank of friendly powers; PROVIDED that the foregoing privileges and immunities will not be accorded to nationals

or permanent residents of Albania except to the extent determined by the Government.

(e) The Government will accord the official correspondence of the Chief of the Administration's Mission at the seat of the Government, to and from points outside Albania, the same treatment as is accorded by it to the official correspondence of friendly powers, including: (i) priorities for telephone and telegraph communications, whether cable or radio, and for mail transmitted by pouch or by courier; (ii) government rebates for official telegrams; (iii) diplomatic status for couriers and pouches of the Administration; (iv) under appropriate safeguards, exemption from censorship of the official correspondence of the Administration.

The Government will accord the Administration appropriate postal facilities, including such franking privileges or arrangements for use of specially printed or over-printed stamps as may be possible.

(f) The Administration will from time to time present to the Government the names of members of the Mission who are entitled to the benefits mentioned in Articles V, VI, and VII of this Agreement.

(g) Administration personnel who are nationals of Albania but who are not permanent residents of Albania and who have by naturalization or otherwise acquired another nationality, shall be entitled to the same privileges and immunities under this Article and under Article VII as Administration personnel who are not nationals of Albania or permanent residents thereof.

(h) The Administration shall have the right, free from export control or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies intended for use in countries other than Albania but temporarily located in Albanian ports. Such supplies and equipment of the Administration will be exempted from all adverse legal action and seizure.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions of whatsoever nature shall be immune from all taxes, fees, tolls or duties imposed by the Government or any political subdivision or other authority in Albania. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision or by other authority in Albania.

Notwithstanding the above, the Administration agrees to collect from its officers and employees who are Albanian subjects or permanent residents of Albania such taxes as are normally, in Albania, collected through the medium of employers. Nor shall the provisions of this Article preclude the Government from collecting indirect taxation from the sale of supplies in accordance with current legislation; they shall be under no obligation to refund any taxes so collected.

(b) No tax, fee, toll or duty shall be levied by the Government or any political subdivision or other public authority in Albania on or in respect of salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other Administration personnel (as defined in Article V hereof) who are not nationals of Albania or permanent residents thereof. Exemption from taxation granted to non-Albanian officers and employees of the Administration shall not entitle them to claim reimbursement of any indirect taxes, and more particularly consumption taxes.

(c) The personal property of non-indigenous officers and employees of the Administration and other Administration personnel (as defined in Article V hereof) shall not be subject to any tax, fee, toll or duty levied by the Government or any political subdivision or other public authority in Albania.

(d) The Government will take such action as is necessary for the purpose of making effective the foregoing principles.

(e) Should the Government collect any taxes or other duties in contravention of this Article, a refund will be made by it.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications to this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreement and arrangements supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement, Articles IV, V, VI, VII and VIII shall remain in force for the purpose of an orderly

liquidation until all Administration activities in Albania are completed, and it is understood that the Administration will complete such activities in the shortest possible time after the expiration of this Agreement.

Letters Explaining the Agreement with Albania

1b. DAYRELL R. OAKLEY-HILL, CHIEF, UNRRA MISSION TO ALBANIA, TO GENERAL COLONEL ENVER HOXHA, PRIME MINISTER OF THE DEMOCRATIC GOVERNMENT OF ALBANIA, 1 AUGUST 1945

On the occasion of the signing of the Agreement between the Democratic Government of Albania and the United Nations Relief and Rehabilitation Administration, I am pleased to confirm in writing the following explanations relating to the text of the Agreement which have resulted from our discussions:

1. The signature of this Agreement between the Administration and the Democratic Government of Albania has no political significance and is entirely without prejudice to the political question of recognition by the member Governments of the Administration.

2. In connection with Article V(a) of the Agreement of today's date UNRRA will limit the number of the Mission staff as far as is compatible with discharging the Administration's responsibilities under the UNRRA Agreement and Resolutions. With this intention, the number of the foreign personnel of the Mission who will be initially brought to Albania will be approximately forty. Should the development of relief activities in Albania require any substantial alteration of this figure, this would be done in consultation with you. If you should ask for additional specialists for specific tasks the total figure would also be increased accordingly.

3. In connection with Article V(b) of the Agreement, I have the honour to attach hereto my letter of authority as Chief of the UNRRA Mission to Albania.

4. In connection with Article V(c) of the Agreement, it will be necessary for the Mission staff, in order to carry out their obligations under Article III, to be granted freedom of movement throughout Albania.

5. In connection with Article VI (a) of the Agreement, we shall require your immediate assistance in obtaining the necessary premises for the billeting and office accommodation of the Mission staff.

6. The term "net proceeds" referred to in Article IV of the Agreement is understood to mean the proceeds realised; less any expenditure incurred on transportation, warehousing and distribution, and exclusive of any fiscal charges collected by the Government in accordance with current legislation on the sale of supplies.

7. In conclusion it is desirable to draw your attention to the fact that all petroleum supplies are at present the responsibility of the military authorities. In view of the fundamental importance of motor transport for the distribution of supplies in Albania, the success of UNRRA's program

of assistance to Albania will therefore be dependent on the satisfactory outcome of discussions between the Albanian Government and the appropriate Allied authorities for the provision of petroleum supplies for Albania. The petroleum supplies so released by those authorities would be imported into Albania by UNRRA under the terms of the Administration's Agreement with your Government.

1c. GENERAL COLONEL ENVER HOXHA TO DAYRELL R. OAKLEY-HILL, 1 AUGUST 1945

On the occasion of the signing of the Agreement between the Democratic Government of Albania and the United Nations Relief and Rehabilitation Administration, I have the honour to acknowledge receipt of your letter of today's date, a copy of which is annexed hereto and made a part hereof.

I am pleased to confirm that I am in agreement with the contents thereof.

2a. AUSTRIA

Signed by Karl Gruber, Minister for Foreign Affairs, and Brigadier R. H. R. Parminter, Chief, UNRRA Mission to Austria, 5 April 1946

WHEREAS, The United Nations and Associated Nations have, in the Agreement of November 9, 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration); and

WHEREAS, By Resolution 74 of the Council of the Administration, the text of which is attached hereto, the Administration is authorised to treat Austria as a liberated area for the purpose of relief and rehabilitation; and

WHEREAS, The Government of Austria has requested the assistance of UNRRA in furnishing relief and rehabilitation supplies and services for the relief of the population of Austria; and

WHEREAS, In accordance with Resolution 14 of the UNRRA Council, the Director-General has determined that Austria is not at this time in a position to pay with suitable means of foreign exchange for the relief and rehabilitation of Austria; and

WHEREAS, The Administration is authorised to operate in Austria only as may be agreed by the Allied Council and subject to such control as the Allied Council may find necessary;

The *Government of the Austrian Republic*, duly authorised by the Allied Council, represented by Dr. Karl Gruber, Minister for Foreign Affairs, and the *United Nations Relief and Rehabilitation Administration*, represented by Brigadier R. H. R. Parminter, C.B.E., D.S.O., M.C., A.D.C., HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and subsequent Resolutions, the Administration will furnish liberated Austria with relief and rehabilitation supplies and services and the Government will cooperate with the Administration for this purpose. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport and in accordance with the policies of the UNRRA Council. The supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Austria is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of the supply by the Administration of certain categories of long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such supplies during the life of this Agreement.

(b) The Administration's program for Austria will begin with supplies shipped during February and March under the so-called Emergency Program. From the 1st April, the Administration will assume financial responsibility for supplies loaded for Austria under arrangements of the occupying forces, for undistributed imported stocks in Austria and for supplies imported by them and delivered after April 1st, to the extent that such supplies and stocks fall within the Administration's program for Austria. The Administration will assume complete responsibility for loadings from May 1st and for deliveries to Austria from June 1st.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the UNRRA Council, particularly those embodied in Resolutions 2 and 7 through 13. Wherever necessary, the Government will take measures to insure that such policies are followed throughout Austria.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Austria of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such distribution will be governed by the policies of the UNRRA Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration which are destined for Austria will be consigned to the Administra-

tion Mission in the country. The supplies will be transferred to the Government or its designee, against appropriate receipts, as soon as they reach such designated ports of entry or Austrian frontier points as may be agreed upon from time to time with the Administration. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the UNRRA Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for, and operations respecting the distribution of supplies, including at least the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price control by commodity, by region and by classes of consumers for each of the commodities supplied by the Administration; (v) the facilities and methods of handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the UNRRA Council Resolutions, the Government will afford representatives of the Administration opportunity to observe at all necessary stages the distribution of supplies furnished by the Administration and to discuss such distribution with the appropriate governmental and other authorities.

(e) The Government will afford the Administration opportunity for, and will co-operate with the Administration in, making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration and will permit the use of special labels and other designations on supplies and equipment belonging to or furnished by the Administration.

(f) No indigenous supplies of substantially the same kind as imported UNRRA supplies will be exported from Austria without the approval of the Administration and the Allied Council.

ARTICLE IV: DISPLACED PERSONS

(a) The Government recognizes that the Allied Council has reserved authority for dealing with displaced persons and that arrangements will be made between the Allied Council and the Administration for the Administration's participation in or assumption of the responsibility for the care, maintenance and repatriation or return of displaced persons as authorized by the UNRRA Council Resolutions.

(b) The Administration will include supplies for the care and mainte-

nance of such displaced persons in the supplies furnished in accordance with Article I. When the latter have been transferred to the Government in accordance with Article III, the Government will deliver to the four Occupying Powers or to the Administration or by agreement with the Administration such part of these supplies and such indigenous supplies as the four Occupying Powers or the Administration may deem necessary to maintain such displaced persons at a standard equal to that provided for the Austrian population. Such supplies will be transported within Austria and delivered by the Government in accordance with arrangements to be made from time to time with the Administration.

(c) In the event that the Administration wishes to import into Austria supplies intended exclusively for displaced persons, the Government will assist in the warehousing, handling and transportation thereof.

ARTICLE V: FINANCIAL PROVISIONS

(a) The Government will, as requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Austria in the execution of relief and rehabilitation programs undertaken pursuant to Articles I, II, III and IV of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications, transportation and public services within the country.

(b) The Government will pay into a special account of the Government established for the purpose the net proceeds of the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration. By "net proceeds" is meant the proceeds realized, less any expenditure incurred by the Government in transportation, warehousing and distribution, and less any fiscal charges collected by the Government in accordance with current legislation on the sale of supplies. The Government will provide the Administration monthly or upon request with a statement setting out payments into and disbursements from the account, together with such other information relating to the proceeds as the Administration may require.

(c) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, the funds paid into the special account in accordance with paragraph (b) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (a) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation, including public utilities; (ii) activities undertaken by or under the direction of the Government with respect to health and welfare services; (iii) warehousing, handling and transportation services in Austria required by the Administration in connection with relief and rehabilitation

operations in other areas; *(iv)* procurement of supplies and services available in Austria for relief and rehabilitation in other areas, insofar as such procurement does not conflict with the economic requirements of Austria, including the needs of its foreign trade, and insofar as it is agreed with the Government. The Government accepts an obligation to provide funds for the purposes described in sub-para *(iii)* above, but the Administration is prepared to agree upon financial limits within which this clause shall continue to apply. The Government will have discretion to determine what sums will be made available to the Administration pursuant to subparagraph *(iv)* above.

(d) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph *(c)* above. In addition, the Government will furnish the Administration with periodic reports on the expenditures made and receive the Administration's views regarding such expenditures. In those cases where funds are made available to the Administration for its activities pursuant to paragraph *(c)* above, they shall be utilized in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(e) At the end of the first six months of the Administration's operations in Austria under this Agreement the parties hereto will review the provisions of this Article in the light of the needs and circumstances of the time.

ARTICLE VI: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a Mission in Austria which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9 November 1943, and the UNRRA Council Resolutions. The Mission will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, personnel required for the displaced persons operations under Article IV hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting and financial activities within Austria pursuant to this Agreement. The Headquarters of the Mission will be situated at the seat of the Government.

(b) The Chief of the Administration Mission, his deputies and major assistants will be appointed in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the Chief of Mission.

(c) The Government will facilitate the admission and the movement of Administration personnel in Austria pursuant to this Agreement as recommended by Resolution 36.

(d) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge or recall such of its personnel as violate these standards. The Government is entitled to request the Administration to discharge or recall such of the Administration's personnel as violate these standards.

(e) The term "Administration personnel" as used in this Agreement includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration.

(f) In pursuance of paragraph (a) above, the Administration shall be free to employ Austrian subjects and permanent residents of Austria to the extent necessary to discharge its responsibilities. The Government will furnish all practical assistance to enable the Administration to locate and employ suitable subjects and residents of Austria for its operations under this Agreement. Permanent residents in Austria or Austrian subjects will be employed by the Administration only provided the Government's confirmation is obtained, and provided they are not disqualified from holding state employment.

(g) All locally engaged personnel will be paid at the current wage scale as authorised for similar employment by the Austrian Government. Such personnel will be subject to working conditions and social legislation prevailing in Austria.

ARTICLE VII: FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Administration and to assist the Administration in obtaining such services and facilities as may be required to carry out its operations within Austria.

(b) The Government will accord the Administration the following facilities, privileges, immunities and exemptions: (i) immunity from suit and legal process in Austrian courts or Austrian administrative agencies except with the consent of, or so far as is provided for in any contract entered into by or on behalf of, the Administration; (ii) inviolability of the archives of the Administration and of the premises of its official business Headquarters at the seat of the Government; (iii) such exemptions from or facilities in respect of foreign exchange control as are granted to representatives of governments which are members of the Administration.

(c) The Government will take any steps that may be necessary to enable the Administration to exercise within the jurisdiction of the Government the powers conferred on the Administration by Article I, paragraph 1, of the Agreement of 9 November 1943.

(d) The Government will accord to the personnel of the Administration when engaged on the business of the Administration the following privileges and immunities: (i) immunity from any kind of legal process in Austrian courts and Austrian administrative agencies in respect of acts

performed by them in their official capacity and falling within their function; (ii) the same immunities from immigration restrictions, alien registration and military service obligations, and the same facilities as regards exchange restrictions as are accorded to representatives, officials and employees of similar ranks of governments which are members of the Administration.

PROVIDED THAT the foregoing privileges and immunities will not be accorded to nationals or permanent residents of Austria.

(e) The Government will expedite to the extent possible supplies and equipment of the Administration in transit, and it will exempt such supplies and equipment of the Administration from adverse legal action or seizure.

(f) The Government will accord the official correspondence of the Administration the same treatment as is accorded by it to the official correspondence of governments which are members of the Administration, including: (i) priorities for telephone and telegraph communications, whether cable or radio, and for mail transmitted by pouch or by courier; (ii) government rebates for official telegrams; (iii) diplomatic status for couriers and pouches of the Administration; (iv) under appropriate safeguards, exemption from censorship of the official correspondence of the Administration; (v) appropriate arrangements for the use of codes and of cable addresses for the telegraphic correspondence of the Chief of the UNRRA Mission at the seat of Government to and from points outside of Austria.

The Government will accord the Administration appropriate postal facilities, including such franking privileges or arrangements for the use of specially printed or over printed stamps as may be possible.

(g) The Administration shall have the right, free from export control or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by the Administration and intended for use in countries other than Austria but temporarily located in, or in transit through, Austria. For the purpose of orderly control of transport facilities, no relief and rehabilitation supplies intended for other countries will be accepted for transit through, or for export from, Austria without the approval of the Allied Council.

ARTICLE VIII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions of whatsoever nature shall be immune from all taxes, fees, tolls or duties imposed by the Government or any political subdivision thereof or by any other public authority in Austria. The Administration shall be also immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority. Notwithstanding the above, the Administration agrees to collect for the account of the

Austrian Government from its officers and employees who are Austrian subjects or permanent residents of Austria, such taxes as are normally in Austria collected through the medium of employers. Nor shall the provision of this Article preclude the Austrian Government from collecting indirect taxation from the sale of supplies in accordance with current legislation. The Government shall be under no obligation to refund any taxes so collected.

(b) No tax, fee, toll or duty shall be levied by the Government or any political subdivision thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies working under the authority of the Administration to their officers, employees, or other Administration personnel (as defined in Article VI hereof) who are not nationals of Austria or permanent residents thereof. Exemption from taxation granted to non-Austrian officers and employees of the Administration shall not entitle them to claim reimbursement of any indirect taxes and more particularly consumption taxes.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing provisions. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16 to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

(d) Should the Government collect any taxes or other duties in contravention of this Article, a refund will be made by the Government.

ARTICLE IX: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports and information as the Administration shall request, pertaining to relief and rehabilitation, which are necessary to the discharge of the Administration's responsibilities.

ARTICLE X: RECOGNITION

The Government recognizes the establishment of the Administration by the Agreement of 9 Nov. 1943 and the possession by the Administration of the status and powers conferred upon it by that Agreement and subsequent Resolutions, including the legal capacity to acquire, hold and convey property, to enter into contracts and undertake obligations and accepts that Agreement and the Resolutions of the UNRRA Council. It is understood that the Administration will only exercise these powers to the extent necessary for its relief work in Austria.

ARTICLE XI: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either party may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements supplementing the provisions hereof.

ARTICLE XII

This Agreement, and any modification or supplementary Agreement, is subject to the approval of the Allied Council and will during the period of military occupation in Austria be performed subject to the overall supervision of the Allied Council.

The Administration appreciates that the Government can only perform the obligations undertaken in Article VI (c) and Article VII (b), (d) and (f) of this Agreement insofar as their performance lies within the competence of the Government. Insofar as their performance does not lie within the competence of the Government, the latter will endeavor to obtain the assistance of the Allied Council.

ARTICLE XIII: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of three months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement:

(a) The relations between the parties shall continue to be governed by the Agreement of 9 November 1943 and the Resolutions of the UNRRA Council; and

(b) Articles V, VI, VII, VIII and IX shall remain in force for the purpose of an orderly liquidation until all Administration activities in Austria are completed.

3a. *BYELORUSSIAN SOVIET SOCIALIST REPUBLIC*

Signed by Leonid I. Kaminsky, Acting Member of the UNRRA Council for the Byelorussian SSR, and Herbert H. Lehman, 18 December 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration, (hereinafter referred to as the Administration) whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the

United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services;

and WHEREAS, The Government of the Byelorussian Soviet Socialist Republic (hereinafter referred to as the Government) has expressed its accord with the aforementioned Agreement of 9 November 1943, and with the Resolutions on Policy of the Council of the Administration, hereinafter referred to as the Resolutions; and

WHEREAS, The Byelorussian S.S.R. has been subject to devastation and its people have suffered as the result of hostilities and occupation by the enemy, and the people of the Byelorussian S.S.R. actively resisted in the struggle against the enemy and contributed a great share in defeating the common enemy of the United Nations; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war and enemy occupation in the Byelorussian S.S.R.; and

WHEREAS, The Administration in accordance with the Agreement of 9 November 1943 and the Resolutions as well as in accordance with its desire to bring relief to victims of the war and enemy occupation within the territory of the Byelorussian S.S.R.; and

WHEREAS, In accordance with Resolution 14 of the Council and the Administration, the Director General has determined that due to the extensive loss and damage to the economy of the Byelorussian S.S.R. during this war and occupation by the enemy, the Government of the Byelorussian S.S.R. is not at this time in a position to pay with suitable means of foreign exchange for relief and rehabilitation which the Administration will furnish the Byelorussian S.S.R.; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding:

The *Government of the Byelorussian Soviet Socialist Republic*, represented by Leonid I. Kaminsky, Acting Member of the Council of UNRRA for the Byelorussian Soviet Socialist Republic, and the *United Nations Relief and Rehabilitation Administration*, represented by Herbert H. Lehman, Director General, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish the Byelorussian S.S.R. with relief and rehabilitation supplies and services, and the Government will cooperate with the Administration for this purpose. The Administration will strive within the limits of its resources to procure before 1 July 1946 relief and rehabilitation supplies to meet the request of the Byelorussian

S.S.R. for assistance in the amount of \$61,000,000 and, subject to available transport, to furnish such supplies as soon as available to the Byelorussian S.S.R. in accordance with Council policies. Supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that the Byelorussian S.S.R. is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment for the supplies and services furnished by it under this Agreement.

(b) The Government will advise in advance the Administration concerning all changes or alterations which it desires, in the request submitted to the Administration. In turn, the Administration will state its program and schedule of supplies to be delivered in response to the Government's request. The Administration will do its best to arrange that such statement shall be given not less than three (3) months prior to the expected arrival of the cargo at the port of destination. The Administration will be willing to discuss with the Government its plans for supply, to notify the Government of any alterations proposed to be made in such plans and to obtain from the Government its proposals for changes in said plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above, will be administered in accordance with the plans agreed upon by the Administration and the Government and in conformity with the policies of the Council, in particular those stated in Resolutions 2 and 7 through 13.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government having responsibility for the distribution within the Byelorussian S.S.R. of the relief and rehabilitation supplies furnished by the Administration, will make such distribution itself through its channels. The supplies furnished by the Administration will be distributed for relief of the people of liberated territories; in particular, such supplies will be distributed among the persons who are victims of Fascist atrocities, orphans, widows of persons lost in the struggle against the enemy, and other categories of the population who need relief as a result of the war. The Government in the distribution of the supplies for relief and rehabilitation, will follow the policy of the Administration stated in Resolutions 2, 7, 11, 12 and 13.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for the Byelorussian S.S.R., will be consigned to the Administration mission in the country. The supplies will be transferred and legal title in the property will be passed to the Government or its designee, against appropriate receipts, as soon as they reach such designated ports of entry, or frontier points of the Byelorussian S.S.R. or such other ports designated by the Government, as may be agreed upon from time

to time by the Administration and the Government. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) The supplies furnished by the Administration having industrial character will be used by the Government for the purpose of the rehabilitation of the economy of the territories devastated as a result of the invasion of the enemy, in accordance with the policies of the Council, particularly those stated in Resolutions 1 and 12.

(d) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will inform the Administration periodically concerning the quantity of the supplies received and distributed in each administrative region, the groups of consumers and kind of relief, as well as concerning the proceeds from the sale of the supplies furnished by the Administration.

(e) The Government will permit the Administration to use special labels and markings on the containers of the supplies and on the equipment furnished by the Administration. Prior to the use of such special labels and markings, their wording will be agreed upon by the Administration with the Government.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will not be bound by any provision with regard to the procedure and system of distribution of relief and rehabilitation supplies furnished by the Administration, although the Government agrees that the distribution of such supplies will be in accordance with the provisions of Article III of this Agreement.

(b) The Government may, when it deems it reasonable and in accordance with Article III, sell the supplies furnished by the Administration under the Agreement. All proceeds from such sales of supplies furnished by the Administration will be put in the special account of the Government in the State Bank of the Union of Soviet Socialist Republics. The Government will furnish the Administration periodically with information concerning the amount and expenditures made from such proceeds.

(c) The proceeds minus the usual distribution and transportation costs will be utilized by the Government for the reestablishment of schools, hospitals, nurseries and nursery schools, homes of invalids, orphans and aged persons, as well as to provide relief for the other categories of people who, due to the effect of the war, are not in a position to pay for such relief. The Government's undertaking to utilize the net proceeds for relief, under this paragraph, is applicable to the net proceeds, less such amounts as are transferred to the Administration for its expenses. The local currency expenses of the mission will be paid by the Government in accordance with terms to be agreed upon between the Government and the Administration.

ARTICLE V: ADMINISTRATION'S MISSION AND PERSONNEL

(a) The Government agrees that for purposes of liaison between the Government and the Administration on the matter of furnishing relief and rehabilitation supplies under this Agreement, the Administration will establish in the Byelorussian S.S.R. its mission. The Government will keep the Administration mission fully informed regarding the distribution of supplies within the Byelorussian S.S.R. and will afford the mission opportunity to observe such distribution at all necessary stages. The Government will facilitate the fulfillment of the duties of the mission in the Byelorussian S.S.R. in accordance with this Agreement. The headquarters of the mission will be determined by agreement between the Administration and the Government.

(b) The Chief of the mission and other officials will be appointed by the Administration in agreement with the Government. The authority delegated to the Chief of the mission shall conform to the provision in paragraph (a) of this Article.

(c) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge, recall or dismiss such of its personnel who violate these standards. The Government is entitled to request the Administration to discharge, recall or dismiss such of the Administration's personnel who violate these standards.

(d) The Government will furnish all practical facilities for the Administration to employ Soviet citizens to the extent necessary for the Administration to discharge its functions under this Agreement. All mission employees who are Soviet citizens shall be hired with the consent of the Government of the Byelorussian S.S.R.

(e) All employees of the mission who are Soviet citizens shall receive compensation equal to that received for similar work in the offices and organizations of the Byelorussian S.S.R.

ARTICLE VI: FACILITIES, PRIVILEGES AND IMMUNITIES

The Government will grant to the mission and its personnel, in accordance with its constitutional procedure, privileges, facilities and immunities similar to those granted by the Government to diplomatic missions and their personnel; in particular, inviolability of the Archives of the mission and the premises of the official headquarters, exemption from taxes, immunity from suit and legal process provided, however, that such immunity from suit and legal process shall be with regard to the activities of the officials of the mission which they exercise within the scope of their authority under this Agreement.

ARTICLE VII: TAXATION

(a) The Administration, its assets, income, property and its operations and transactions of whatsoever nature which are connected with furnishing to the Byelorussian S.S.R. relief and rehabilitation supplies shall be exempt

from all taxes, fees and duties, imposed by the Government or any subdivision thereof.

(b) The Government also will grant exemption from taxes, fees, duties, salaries or remuneration for personal services paid by the Administration to its officials, employees and other personnel (as provided in Article V hereof) who are not Soviet citizens, imposed by the Government or any subdivision thereof provided that such exemption will not extend to any indirect taxes including consumer's taxes.

ARTICLE VIII: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any suggestion which may be made by either party with regard to modification of this Agreement and any such modification shall be by mutual consent.

(b) The high contracting parties shall, if necessary and desirable, enter into subsequent Agreements and arrangements supplementing the provisions hereof.

ARTICLE IX: PERIOD OF AGREEMENT

This Agreement shall take effect immediately from the date of its execution and remain in force to 1 July 1946. Not later than three (3) months prior to said date of expiration of this Agreement, the parties will commence negotiations for the prolongation of this Agreement for a new period.

Notwithstanding the expiration of this Agreement, Articles IV, V, VI, and VII shall remain in force for the purpose of an orderly liquidation until all Administration activities in the Byelorussian S.S.R. are completed.

This Agreement has been made in five (5) copies, three of which are in English and two in Byelorussian. Both English and Byelorussian texts are equally authentic for the contracting parties. In effect whereof, the undersigned representatives, having been duly authorized, signed this Agreement.

Explanatory Letter

3b. HERBERT H. LEHMAN TO LEONID I. KAMINSKY, ACTING MEMBER OF THE COUNCIL OF UNRRA FOR THE BYELORUSSIAN SSR, 18 DECEMBER 1945

In order that there may be no misunderstanding with respect to operations under the Agreement which has been under discussion between representatives of the Byelorussian S.S.R. and this Administration, I should like to set forth the position of this Administration on several points discussed in recent conversations.

1. The Administration will furnish the Government before the 15th day of each month a schedule of the supplies tentatively programmed for shipment to the Byelorussian S.S.R. during the following month.

2. It is understood that the reference in Article I(a) to \$61,000,000 is not intended to settle the outstanding question as to whether this amount refers to the landed cost of the supplies furnished by UNRRA or the FAS cost. This question will be determined at a later time.

3. With reference to the second sentence of Article I(a) it is understood that the word "resources" as used in that sentence includes not only the financial resources of the Administration but also the supplies and facilities available for Administration use.

4. The Administration mission will be under instruction to transfer title to all supplies furnished (with the exception of the long-term equipment discussed below) to the Government of the Byelorussian S.S.R. or its designee on board ship as soon as the supplies reach the port of discharge designated by the Government. In no case will relief and rehabilitation supplies be distributed by the Administration in the Byelorussian S.S.R.

5. With respect to certain long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such equipment during the life of the Agreement. This policy is in conformity with Mr. Hendrickson's statement of 28 June 1945 to the Standing Technical Committee on Industrial Rehabilitation. The policy may be applied to the following types of equipment: locomotives and other railroad rolling stock, and electric power generators.

6. The Administration will not, except in agreement with the Government of the Byelorussian S.S.R., divert supplies which have been shipped for the Byelorussian S.S.R. but which have not yet arrived at the agreed port of entry.

7. In connection with Article 5(a) concerning the mission, it is understood that the Administration will limit the number of personnel brought into the Byelorussian S.S.R. to those necessary to the discharge of Administration responsibility under the agreement. It is the Administration's plan to establish a mission in the Byelorussian S.S.R. which will have not more than fifteen officials. In addition to the fifteen officials we would expect to employ Soviet citizens as stenographic and clerical personnel except in instances where the Chief of the Mission would deem it desirable to bring in secretaries or clerks from abroad. Furthermore the Administration would expect to have at each of the ports receiving UNRRA supplies one man who may be a national of any one of the United Nations, including the Soviet Union.

8. In connection with Article 5(b) it is understood that the Administration will be prepared to show the representatives of the Government the letter delegating authority to the Chief of the Mission prior to the Mission's arrival in the Byelorussian S.S.R. In addition, the Administration will be prepared to discuss with the Government representatives any questions with respect to the authority of the Mission Chief on which they have reservations or doubts. However, it is understood that the final decision

with respect to the authority of the Mission Chief will remain with the Director General in conformity with the terms of the Agreement.

Letters Extending the Agreement with the Byelorussian SSR

3c. LEONID I. KAMINSKY TO FIORELLO H. LAGUARDIA, 30 MAY 1946

I have the honor of informing you that the Government of the Byelorussian Soviet Socialist Republic is expressing its wish to extend for a new period the Agreement of December 18th, 1945, between the Government of the Byelorussian SSR and the United Nations Relief and Rehabilitation Administration.

In accordance with the above, the Government of the Byelorussian SSR extends for the new period ending December 31st, 1946, all the terms of its Agreement with the Administration of December 18th, 1945.

3d. FIORELLO H. LAGUARDIA TO LEONID I. KAMINSKY, 30 MAY 1946

In response to your letter of today's date, I have the honor of informing you that the United Nations Relief and Rehabilitation Administration is expressing its wish to extend for a new period the Agreement of December 18th, 1945, between the Administration and the Government of the Byelorussian Soviet Socialist Republic.

In accordance with the above, the United Nations Relief and Rehabilitation Administration extends for a new period ending December 31st, 1946, all the terms of its Agreement with the Government of the Byelorussian SSR of December 18th, 1945.

It is understood that in extending the Agreement for the new period, the Administration will, at the same time, undertake all measures to fulfill the provisions of Article I, Paragraph (a), in accordance with which it undertakes to strive within the limits of its resources to procure before July 1st, 1946, relief and rehabilitation supplies to meet the request of the Byelorussian SSR for assistance in the amount of \$61,000,000 and, subject to available transport, to furnish such supplies as soon as available to the Byelorussian SSR in accordance with Council policies.

4a. CHINA

Signed by Tingfu F. Tsiang, Director General, Chinese National Relief and Rehabilitation Administration, and Benjamin H. Kizer, Director, UNRRA China Office, 13 November 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereafter referred to as the Administration), whose principal purpose is:

"To plan, co-ordinate, administer or arrange for the administration of

measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services"; and

WHEREAS, The Government of the Republic of China (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9 November 1943, and has expressed its agreement with the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, China has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in China; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of China and in accordance with the Agreement of 9 November 1943 and the Resolutions; and

WHEREAS, In accordance with Resolution 14 of the Council of the Administration, the Director General has determined that China is not at this time in a position to pay with suitable means of foreign exchange for the relief and rehabilitation of China; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The Government of the Republic of China, represented by Dr. Tingfu F. Tsiang, Director-General, Chinese National Relief and Rehabilitation Administration (hereinafter referred to as CNRRA), and the United Nations Relief and Rehabilitation Administration, represented by Benjamin H. Kizer, Director of the China Office of the Administration (hereinafter referred to as the China Office), have agreed as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) *General conditions.* In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish China with relief and rehabilitation supplies and services, and the Government will accept and make use for this purpose of supplies and services furnished by the Administration. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport, and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined,

in accordance with Resolution 14, that China is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request and shall have no claim for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain the ownership but furnish the use of such supplies during the life of this Agreement.

(b) *Supplies: procurement procedure.* CNRRA on behalf of the Government will present to the China Office of the Administration firm requests for the supplies it requires giving totals required by calendar quarters; such requests shall be presented at least six months in advance of the time of desired delivery of the supplies. These firm requests shall provide, insofar as possible, quantities, specifications, and points for the delivery of the supplies. Prior to the formal presentation of any such request, it shall have been discussed among the appropriate technicians from CNRRA, from such of the Government Ministries or Agencies as CNRRA may invite and from the China Office of the Administration, and shall thereafter have been considered by CNRRA on behalf of the Government with reference to its relative priority in comparison with other parts of the overall relief and rehabilitation program. Each request will be supported by as detailed a justification as possible. The request and the accompanying justification may in some cases cover "spot" items needed for the earliest possible shipment; in others it may cover a large segment of the relief and rehabilitation program for a specified period or even the entire program for that period. The request should always contain an indication as to the items that are to be given priority in the event that it should be possible to deliver only a part of the total request. Any modification of a firm request prepared and presented under the procedure above shall also be presented under the same procedure, that is, following the fullest discussion by representatives of CNRRA, of the other appropriate Government Ministries or Agencies and of the China Office of the Administration.

(c) *Services: loan of personnel.* Subject to implementing agreements mutually agreed upon by the Government and the Administration from time to time, the following principles and procedures shall govern requests by the Government for loan by the Administration for service in China of certain technical administrative personnel:

1. For each group or unit of technical or administrative personnel desired from the Administration for relief and rehabilitation service within China, the Government will present to the China Office of the Administration a specific request, together with full details on the number of personnel required, the respective duties and responsibilities of each individual, the desired qualifications of each, priorities among the personnel requested, and the full scope and purpose of the projects with which they are to be associated.

2. Upon agreement in principle by the Administration to such requests, the Administration will initiate the necessary recruitment of the personnel requested, and will, within the limits of available transportation, arrange for the travel to China of the persons so recruited.

3. Such personnel will be attached by the Administration to its China Office for the duration of their term of service in China, and will be generally responsible to the Director of the China Office.

4. Shortly before, or as soon as possible after the arrival of each person in China, the Director General of CNRRA and the Director of the China Office of the Administration or their duly authorized representatives, will jointly review the original request in the light of any new circumstances that may have arisen since the request was presented, and will agree upon the particular post of duty to which the individual is to be assigned, and the period of time for which his initial assignment is to be made. The Director of the China Office or his duly authorized representative will then make the assignment in accordance with the agreement reached. In no case shall such an assignment be to a position of primary administrative responsibility in any Government Ministry or Agency.

5. During the period of his assignment, each person, while generally responsible to the Director of the China Office, shall be fully responsible to the head of the organization to which he is assigned, or to the designee of such head, for all technical and advisory assignments, including day by day supervision.

6. The general situation with respect to each person so assigned shall be jointly reviewed every three months, or at any intervening time when thought necessary by either party, by the Director General of CNRRA and the Director of the China Office of the Administration, or their representatives, for the purpose of determining whether the individual is rendering satisfactory service, whether his services are being adequately utilized, or whether there is any other reason that would make it advisable to modify or terminate or not to renew the agreement under which the assignment was made.

7. All personnel assigned by the Administration pursuant to this Article will receive their salaries, allowances, travel costs and reimbursements for other appropriate expenses from the Administration. To the extent that such payments are made in Chinese currency, they shall be included as part of the Chinese currency expenses of the Administration under Article IV, (a).

8. The Government will provide appropriate housing facilities and other necessary accommodations for the personnel assigned to its service by the Administration.

9. Personnel assigned by the Administration pursuant to this Article will be accorded the facilities, privileges, immunities and exemptions provided in Article VI.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2 and 7 through 13. (See Annex 1 to this Agreement.) Whenever necessary the Government will take measures to insure that such policies are followed throughout the area of operations.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within China of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such distribution will be governed by the policies of the Council particularly those embodied in the Resolutions contained in Annex 1 to this Agreement, and will instruct provincial and local governments accordingly.

(b) The relief and rehabilitation supplies furnished by the Administration which are destined for China will be consigned to the China Office in China. The transfer of such supplies to the Government or its designee, against appropriate receipts, will be at such designated ports of entry or other places as may be agreed upon from time to time by the Government and the Administration. Except as may otherwise be specifically provided by supplementary agreement, in the case of all supplies for China unloaded at a port in China, transfer shall occur at the end of ship's tackle. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods upon their delivery to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will consult with the Administration with respect to the plans for and operations respecting, the distribution of supplies. Such consultation will cover at least the following subjects:

1. The agencies and channels of distribution for the supplies furnished by the Administration.
2. The allocation of such supplies by regions and main groups of consumers.
3. Price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically.
4. Rationing and price controls by commodity, by region and by classes of consumers for each of the commodities supplied by the Administration and for other commodities having an important bearing on the distribution of Administration supplies.
5. The facilities and methods for handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will see that the Administration is kept fully informed regarding the distribution of supplies within China. The Government will further see that representatives of the Administration are afforded opportunity to observe at each stage the distribution of supplies furnished by the Administration, to make inquiries of and to consult with CNRRA officials and upon their introduction with other appropriate public authorities (with respect to such distribution) and generally to satisfy themselves that the system of distribution is operating in accordance with the Council Resolutions. The Government will see that such representatives are accorded reasonable access to warehouses, transport depots, and distribution centers to the extent necessary to insure adequate information regarding the movement and distribution of goods.

(e) The Government will afford the Administration opportunity for, and will cooperate with the Administration in making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will, from time to time, as requested, transfer to the Administration, or expend on its behalf, sufficient amounts of Chinese currency to pay its Chinese currency expenses. Such expenses will include, but not be limited to, salaries, living allowances and other payments to personnel to the extent of such payments in Chinese currency, and costs of rent, storage, communications, transportation, and public services within China.

(b) If and when Chinese currency proceeds are realized by the Government from the sale in China of supplies furnished by the Administration, such proceeds may be applied by the Government in reimbursement of advances which have theretofore been made to or for the benefit of the Administration or its China Office. The amounts so applied shall be calculated in such a way as to be equivalent in purchasing power to and not exceeding that of the Chinese currency advances at the time the various advances were made. The Government foregoes any other claim for reimbursement of such advances.

(c) The Government will provide the Administration monthly with a record of the net proceeds derived by the Government in the preceding month from the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. In lieu of the record of actual net proceeds a lump sum approximation of proceeds may be mutually agreed upon by the Government and the Administration.

(d) It will be the policy of the Government to use for relief and rehabilitation purposes, not later than a reasonable time after the receipt of

proceeds from the sale of supplies furnished by the Administration, funds equivalent in purchasing power to and not under that of the sums of Chinese currency recorded as net proceeds under paragraph (c) hereof, less such payments as may be made by the Government under paragraph (a) and such amounts as may be applied in reimbursement under paragraph (b). Such relief and rehabilitation purposes may include, for example, the following activities: (1) Activities undertaken by or under the direction of the Government with respect to emergency relief and health services; (2) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II of this Agreement; (3) activities undertaken by or under the direction of the Government with respect to agricultural and industrial and transport rehabilitation; (4) warehousing, handling, and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas; (5) procurement of supplies and services available in China for relief and rehabilitation in other areas, insofar as procurement is consistent with the economic requirements of China.

CNRRA, on behalf of the Government, will have discretion to determine what sums will be made available pursuant to this paragraph for various relief and rehabilitation purposes.

(e) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (d) above. In addition the Government will furnish the Administration with periodic reports of the expenditures made and receive the Administration's views regarding such expenditures. In those cases where funds are made available to the Administration for its activities pursuant to paragraph (d) above, they shall be utilized in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(f) Calculations of relative purchasing power under this Article shall be made by reference to appropriate price indices to be agreed upon by the parties.

(g) At the end of the first six months after the signing of this Agreement, the parties hereto will review the provisions of this Article in the light of the needs and circumstances at the time.

ARTICLE V: ADMINISTRATION OFFICE AND PERSONNEL

(a) The Government approves the establishment and authorizes the maintenance by the Administration of an office in China (referred to herein as the China Office) which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions. The Office will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies pursuant to

Article III hereof, certain technical and/or administrative personnel for loan (as referred to herein above) by the Administration, upon request by the Government, to the Government for service in China, and such other personnel as may be required in connection with the Administration's reporting, accounting and financial activities within China pursuant to this Agreement.

(b) Any new appointment to the position of Director of the China Office, of his deputies, or of his major assistants shall be made in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the Director of the China Office.

(c) The Government will facilitate the admission and movement of Administration personnel in China pursuant to this Agreement.

(d) The Administration will assure the good conduct, integrity, and moral character of its personnel and will discharge or recall such of its personnel who violate these standards.

(e) The term "Administration Personnel" as used in this Agreement includes, in addition to employees of the Administration, personnel loaned to and working under the administrative supervision of the Government, and employees of non-indigenous voluntary relief societies working under the authority of the Administration.

ARTICLE VI: FACILITIES, PRIVILEGES, IMMUNITIES AND EXEMPTIONS

(a) The Government will take all practicable measures to facilitate the activities of the Administration, and to provide the Administration and its personnel with the facilities, privileges, immunities, and exemptions recommended by the Resolutions of the Council.

(b) The Administration shall have the right, free from export controls or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by the Administration and located in or in transit through China.

(c) The Government will furnish or arrange to have furnished to the Administration services and facilities pursuant to arrangements made by mutual agreement between the Government and the Administration.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions of whatever nature shall be immune from taxes, fees, tolls or duties imposed by the Government or any political subdivision thereof, or by any other public authority in China. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority.

(b) No tax, fee, toll or duty shall be levied by the Government or political subdivision thereof or any other public authority on or in respect of

salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other Administration personnel (as defined in Article V, (e), hereof) who are not nationals of China or permanent residents thereof.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16 to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports, and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it, notwithstanding the expiration of this Agreement.

(a) The relations between the parties shall continue to be governed by the Agreement of 9 November 1943 and the Resolutions of the Council; and

(b) Articles IV, V, VI, VII and VIII shall remain in force for the purpose of an orderly liquidation until all Administration activities in China are completed.

ANNEX I consists of Resolutions: 2, 7-13.

5a. CZECHOSLOVAKIA

Signed by Jan Masaryk, Deputy Prime Minister and Minister of Foreign Affairs, and Sir Frederick Leith-Ross, Deputy Director General,

26 February 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9th November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration) whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services;

and WHEREAS, The Government of the Czechoslovak Republic (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9th November, 1943, and agrees in general with the policies set out in the Resolutions of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, Czechoslovakia has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in Czechoslovakia immediately upon liberation of any area; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of Czechoslovakia in accordance with the Agreement of 9th November, 1943, and the Resolutions; and

WHEREAS, In accordance with Resolution 14 of the Council of the Administration, the Director General has determined that Czechoslovakia is not at this time in a position to pay with suitable means of foreign exchange for the relief and rehabilitation of Czechoslovakia; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The Government of the Czechoslovak Republic, represented by Jan Masaryk, Deputy Prime Minister and Minister of Foreign Affairs, and the United Nations Relief and Rehabilitation Administration, represented by Sir Frederick Leith-Ross, G.C.M.G., K.C.B., Deputy Director General, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement and the Resolutions, the Administration will furnish liberated Czechoslovakia with relief and rehabilitation supplies and services as soon as possible. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport and in accordance with Council policies. The Administration will furnish such supplies and services and will not request payment in foreign exchange for supplies and services furnished in respect of such period as it is determined, in accordance with Resolution 14, that Czechoslovakia is not in a position to pay therefor with suitable means of foreign exchange.

(b) The Government will present schedules of supplies it desires monthly, for periods of at least six months in advance of the time the supplies are desired. These schedules will provide, insofar as possible, quantities, specifications and points for the delivery of the supplies. In recognition of many uncertainties, including the uncertainty of the volume of shipping the Administration can obtain, the Government will also present priorities covering a period of at least three months with respect to supplies it desires, to guide the Administration in case the full amounts requested by the Government cannot be supplied. In turn, the Administration will state its programme of supplies to be delivered in response to the Government's request, giving notice as far in advance as practicable, and, if possible, at least three months ahead of the probable arrival of the supplies in ports of entry for Czechoslovakia. The Administration will be glad, through its authorised representatives, to discuss its plans for supplies and communicate any changes therein at any time and to discuss proposals of the Government for changes in the plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above, will be administered in accordance with plans agreed upon between the Administration and the Government, and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 to 13 inclusive. Wherever necessary the Government will take measures to insure that such policies are followed throughout the country. Supplementary Agreements will be concluded between the Administration and the Government in regard to the organisation of relief and rehabilitation services.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Czechoslovakia of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such dis-

tribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration which are destined for Czechoslovakia will be consigned to the Administration Mission in the country. The supplies will be transferred to the Government or its designees, against appropriate receipts, as soon as they reach such designated frontier points or ports of entry as may be agreed upon from time to time by the Government and the Administration. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for and operations respecting the distribution of supplies, including at least the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price controls by commodity, by region, and by classes of consumers, for each of the commodities supplied by the Administration; (v) the facilities and methods for handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions, the Government will keep the Administration fully informed regarding the distribution of supplies within Czechoslovakia. The Government will further afford representatives of the Administration opportunity: (i) to observe the distribution of supplies furnished by the Administration at each stage; (ii) to make enquiries of and to consult with the appropriate governmental authorities with respect to such distribution; and (iii) generally to satisfy themselves that the system of distribution is operating in accordance with the Resolutions of the Council.

(e) The Government will afford the Administration opportunity for, and will co-operate with the Administration in, making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration, and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will provide that supplies and services furnished by the Administration pursuant to this Agreement will be sold, leased or

otherwise transferred to the distributors and users against payments in local currency to the extent consistent with the equitable distribution and effective use of such supplies and services. The Government will inform the Administration and receive its views with respect to prices charged for the sale, lease or other transfer of supplies and services furnished by the Administration and with respect to the Government's programmes for the free distribution of such supplies and services.

(b) The Government will, as requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Czechoslovakia in the execution of relief and rehabilitation programmes undertaken pursuant to Articles I, II and III of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications and transportation and public services within the country.

(c) The Government will administer the net proceeds of its sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. The Government will provide the Administration quarterly as soon as possible after the end of each quarter with a record of the net proceeds derived by the Government in the preceding quarter from the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. In lieu of a record of actual net proceeds, a lump sum approximation of proceeds may be mutually agreed upon between the Government and the Administration.

(d) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, funds equivalent in amount to the sums recorded as net proceeds under paragraph (c) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (b) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation and the rehabilitation of public utilities; (ii) activities undertaken by or under the direction of the Government with respect to welfare and health services; (iii) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II of this Agreement; (iv) finally the Government may at their discretion agree to provide the Administration with funds for expenditure which the Administration wishes to incur in Czechoslovakia for warehousing, handling and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas, and further for the procurement of supplies and services available in Czechoslovakia for relief and rehabilitation in other areas, insofar as such procurement is consistent with the economic requirements of Czechoslovakia. Insofar as funds are made available to the Administration under this paragraph, they shall be

utilised in accordance with programmes jointly formulated and agreed to between the Government and the Administration.

(e) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (d) above. In addition the Government will furnish the Administration with periodical reports of expenditures made and receive the Administration's views regarding such expenditures.

ARTICLE V: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a Mission in Czechoslovakia which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Resolutions of the Council. The Mission will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting and financial activities within Czechoslovakia, pursuant to this Agreement. The Administration will give consideration to any representations which the Government may make as to the numbers of the Mission.

(b) The Chief of the Administration Mission, his deputies and major assistants will be appointed in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the Chief of the Administration Mission.

(c) In pursuance of paragraph (a) above, the Administration shall be free to employ Czechoslovak subjects and residents of Czechoslovakia to the extent necessary to discharge its responsibilities. The Government will furnish all practicable assistance to enable the Administration to locate and employ qualified residents of Czechoslovakia for its operations under this Agreement. Residents in Czechoslovakia or Czechoslovak subjects will be employed by the Administration only provided the Government's confirmation is obtained.

(d) The Government will facilitate the admission and movement of Administration personnel in Czechoslovakia pursuant to this Agreement.

(e) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge or recall such of its personnel who violate these standards or who may be declared by the Government as *personae ingratae*.

(f) The term "Administration personnel" as used in this Agreement, includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration, within the limits of Resolution 9(3).

ARTICLE VI: FACILITIES, PRIVILEGES AND IMMUNITIES

The Government will, subject to its constitutional procedure, take or cause to be taken, the steps necessary to facilitate the activities of the Administration and to provide the Administration and its personnel with facilities, privileges, immunities and exemptions recommended by the Resolutions of the Council, insofar as this provision is not amended by mutual agreement between the Administration and the Government.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions under this Agreement shall be immune from taxes, fees, tolls or duties imposed by the Government or any political sub-division thereof, or by any other public authority in Czechoslovakia, which, however, shall not be precluded from collecting indirect taxation on the sale of supplies in accordance with the current legislation. They shall be under no obligation to refund any taxes so collected. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority. Notwithstanding, the Administration will agree to collect from its officers and employees who are Czechoslovak subjects or permanent residents in Czechoslovakia, such taxes as are normally in Czechoslovakia collected through the medium of employers.

(b) No tax, fee, toll or duty shall be levied by the Government or any political sub-division thereof, or any other public authority on or in respect of salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other Administration personnel (as defined in Article V hereof) who are not subjects of Czechoslovakia or permanent residents thereof. Exemption from taxation granted to non-Czechoslovak officers and employees of the Administration shall not entitle them to claim reimbursement of indirect, and more particularly, consumption taxes.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing provisions. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16, to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

(d) Should the Government collect any taxes or other duties in contravention of this Article, a refund will be made by the Government.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) At the end of the first six months of the Administration's operations in Czechoslovakia under this Agreement the parties hereto will review the provisions of this Agreement in the light of the needs and circumstances at the time.

(c) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements, supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement, (a) the relations between the parties shall continue to be governed by the Agreement of 9th November, 1943, and by the Government's agreement in general regarding the Resolutions of the Council, and (b) Articles IV, V, VI, VII and VIII shall remain in force for a period to be agreed with the Government, for the purpose of an orderly liquidation until all Administration activities in Czechoslovakia are completed.

In faith whereof the undersigned plenipotentiaries, having been duly authorised thereto, have signed the present Agreement.

5b. Excerpt from Letter Explaining the Agreement with Czechoslovakia

SIR FREDERICK LEITH-ROSS, DEPUTY DIRECTOR GENERAL, UNRRA, TO JAN MASARYK, DEPUTY PRIME MINISTER AND FOREIGN MINISTER, 24 FEBRUARY 1945

(3) It is understood:

(a) That the Administration's programme of supplies to be delivered to

Czechoslovakia in accordance with Article I(a) may under exceptional circumstances be subject to modification if the Director General arrives at the conclusion that more urgent need exists among the nationals of another Allied country which is one of the signatories to the Agreement of 9th November, 1943. The Administration will apply this policy in all other areas where it will operate.

(b) That if the Administration finds it necessary to divert supplies which are destined for Czechoslovakia but have not yet arrived at the agreed ports of entry or frontier points, the Administration will, in consultation with the Government, replace insofar as practicable, the supplies so diverted.

(c) That if the Administration intends to divert relief and rehabilitation supplies originally consigned to Czechoslovakia for the purpose of operations authorised by Resolution 58, such diversion shall take place only in agreement with the Government.

5c. Supplementary Agreement with Czechoslovakia for Welfare Services, Signed by Herbert Ripka, Minister of Foreign Trade, and Edward E. Rhatigan, Deputy Director General, 12 April 1945

[Six Supplementary Agreements were signed: Welfare Services, Health Services, Agricultural Rehabilitation, Rehabilitation of Industry and Public Utilities, Czechoslovak Displaced Persons, Non-Czechoslovak Displaced Persons. The preamble and Articles I-III are virtually identical. Article IV itemizes in some detail the purposes for which proceeds of sale might be spent in each field.]

WHEREAS, The Agreement of 26th February, 1945, between the Government of the Czechoslovak Republic and the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the principal Agreement) provides in Article II that supplementary agreements will be concluded between the Government and the Administration in regard to the organisation of relief and rehabilitation services; and

WHEREAS, This supplementary Agreement forms an integral part of the principal Agreement, and as such is subject to and in conformity with the policies of the Council; and

WHEREAS, It is agreed both by the Government and the Administration that the provision of welfare services is of the utmost importance for the Czechoslovak people;

The Government of the Czechoslovak Republic, represented by Dr. Hubert Ripka, Minister of Foreign Trade, and the United Nations Relief and Rehabilitation Administration, represented by Mr. Edward E. Rhatigan, Deputy Director General, HAVE AGREED as follows:

ARTICLE I

The Government will provide and administer its welfare services and finance them in whole or in part out of the net proceeds derived from the sale, lease or other transfer of relief and rehabilitation supplies furnished by the Administration (hereinafter referred to as the proceeds of sale) in accordance with the provisions of Article IV of the principal Agreement. The Administration will assist in furnishing such services, if so requested by the Government, in accordance with plans agreed upon between the Government and the Administration.

ARTICLE II

A programme of welfare services for a period of five years, beginning from the liberation of Czechoslovakia, will be formulated, and, as soon as conditions allow, a budget for the five years' activities will be prepared by the Government.

The Government will determine the amount of the monthly expenditure on such welfare services according to its monetary policy, to the requirements of its welfare services, and according to its available resources including the proceeds of sale.

ARTICLE III

Every third month the Government will provide the Administration with reports of the expenditures made on such welfare services out of the proceeds of sale, and of the purposes of such expenditures.

ARTICLE IV

Such welfare services may include, without being limited to: (1) relief such as food, clothing, shelter and other basic necessities of life, for persons unable to provide for themselves or their dependents; primarily for children, expectant and nursing mothers, victims of war, the aged and the disabled; (2) services for the personal rehabilitation of persons without resources, such as repatriated persons requiring special help, for example by granting cash allowances; (3) the re-establishment or strengthening with proper means, of public welfare agencies and social insurance institutions, for example for the sick, disabled, aged, widows and orphans, industrial accident insurance and miners' benefit societies; (4) the care of the unemployed; (5) the establishment or re-establishment and maintenance of homes and other welfare institutions for orphans, destitute children, the aged, blind and physically or mentally disabled persons; (6) the establishment of advice and information bureaux; (7) the establishment of communal feeding centres; (8) the establishment and provision of canteens for works, mines and factories; (9) the provision of school meals; (10) the establishment and provision of nurseries and play centres; (11) the establishment of centres for the communal making and mending of people's own

clothing, and other requirements; (12) the establishment or re-establishment of institutions for vocational guidance and psychotechnical tests; (13) the establishment of centres for training or re-training of workers who have been injured and disabled, and of persons who, by the events of war, have lost their specialised skill or knowledge, for example those who have been compelled to undertake blind-alley occupations; (14) the provision of appliances, instruments and tools for professionals and tradesmen for the restarting of their work; (15) the repair of damaged houses and provision of habitations for homeless persons; (16) the provision of domestic help in cases of emergency; (17) the establishment and provision of recreation camps; (18) the establishment or re-establishment of training institutions for social workers and vocational guidance officers.

DODECANESE ISLANDS

See Appendix Six, Section II, Document 1.

6a. ETHIOPIA

Signed by Ambaye Wolde Mariam, Acting Vice Minister for Foreign Affairs, and Willard Z. Park, Chief, Ethiopia Mission, 4 July 1946

WHEREAS, The United Nations and Associated Nations have, in the Agreement of November 9, 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration) to plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations; and

WHEREAS, The Imperial Ethiopian Government (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9 November 1943, and ratified it on 18 January 1944, and has expressed its agreement with the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, Ethiopia has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, In accordance with Resolution 14 of the Council of the Administration, the Director General has determined that Ethiopia is not at this time in a position to pay with suitable means of foreign exchange for relief and rehabilitation of Ethiopia; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practicable application of such responsibilities shall be arranged on the basis of mutual understanding:

The Imperial Ethiopian Government represented by His Excellency Dr. Ambaye Wolde Mariam, Acting Vice Minister for Foreign Affairs, and the United Nations Relief and Rehabilitation Administration represented by Dr. Willard Z. Park have agreed as follows:

ARTICLE I: ASSISTANCE TO ETHIOPIA

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions the Administration will undertake in Ethiopia as soon as possible the relief and rehabilitation activities listed below, and the Government will cooperate with the Administration for this purpose. Such activities will be undertaken and pursued within the limit of the Administration's resources and available personnel and equipment, to the extent that need therefor is established, and in accordance with policies of the Council which was established by the agreement of 9 November 1943. Such activities will be carried on by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Ethiopia is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment for the activities carried on or for the equipment, supplies and services furnished under this agreement.

(b) The fields of activities to be undertaken in Ethiopia by the Administration for the purpose of meeting the relief needs of victims of war in Ethiopia are the following: (i) the training of local personnel in the fields of health, welfare, agriculture and other services, according to the relief needs of Ethiopia, as determined by the Administration in consultation with the Government; (ii) the rendering of aid to homeless and other needy children who require medical and other attention as a result of the effects of the war; (iii) such additional assistance as may subsequently be mutually agreed upon by the Government and the Administration.

(c) Before each of the above programs is put into operation it must be approved by the appropriate Ministry of the Government.

(d) Before any other relief and rehabilitation project within the scope of the Administration is put into operation in Ethiopia it must be embodied in a supplementary agreement signed by the Government and the Administration.

ARTICLE II: MUTUAL CONTRIBUTIONS

(a) The Administration, in accordance with Article IV, will provide the personnel necessary for the administration of the activities described in Article I and for the care and instruction carried on as part of such activities. The Administration will also provide the medical supplies and the vocational training and other equipment necessary for such activities to the extent that such supplies and equipment must be imported into Ethiopia. In addition, to the extent necessary and practicable the Administration will make available for the children receiving its attention under

Article I Section (b) (ii) clothing contributed and purchased in supplying countries. Any supplies or other property provided by the Administration under this agreement will remain the property of the Administration and subject to its control and supervision until consumed or furnished to the ultimate consumer or otherwise disposed of to the satisfaction of the Administration.

(b) Subject to the agreements to be concluded in conformity with the provisions of paragraph (c) of Article I of the present agreement the Government will provide adequate housing for all activities undertaken by the Administration under Article I, and to the extent necessary and practicable make such permanent installation as may be requested by the Administration, and provide for the upkeep of all such housing space in conformity with the agreements to be concluded pursuant to Article I of the present Agreement. It will also, subject to the same conditions of agreement thereto by the interested Ministries, provide the Administration with such equipment for its activities as may be available in Ethiopia and requested by the Administration, and will provide such food supplies as may be necessary for its nationals who are receiving the benefit of the assistance provided under Article I. Although the Government may retain title to any such supplies or other property until consumed or otherwise disposed of to its satisfaction, the Administration shall have control and supervision of the use thereof for such period as such supplies or other property are used in connection with the activities undertaken by the Administration under Article I.

(c) The Government will, as requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Ethiopia in the execution of relief and rehabilitation programs undertaken pursuant to Article I of this Agreement. Such expenses will include, but not be limited to, payment to local personnel and living allowances of foreign personnel, and costs of rent, storage, communications, transportation, and public services within the country.

(d) The manner in which and the extent to which the contributions provided for in paragraphs (b) and (c) of the present article will be made will be agreed upon between the interested Ministries and the Administration. Arrangements for the making of any further contributions required for the activities described in Article I or for additional activities will likewise be subject to agreement between the Government and the Administration.

ARTICLE III: ADMINISTRATION OF ASSISTANCE ACTIVITIES

(a) The relief and rehabilitation activities undertaken by the Administration pursuant to Article I above, will be administered in accordance with plans agreed upon between the Administration and the Government and the interested Ministries of the Government, and in conformity with the

policies of the Council, particularly those embodied in Resolutions 2 and 7 to 13 inclusive.

(b) The Government will be responsible for the selection in accordance with plans agreed upon with the Administration, of its nationals to be recipients of the instruction and other benefits described in Article I and undertakes to make such selection in accordance with the principles of equitable distribution of benefits set forth in the Resolutions, and particularly in Resolution 2.

ARTICLE IV: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a Mission in Ethiopia which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9th November 1943, and the Resolutions of the Council. The Mission will include personnel necessary to carry out Article I hereof and such other personnel as may be required in connection with the Administration's reporting, accounting and financial activities within Ethiopia, pursuant to this Agreement. The number of officials and other personnel of the mission will be determined by agreement between the Administration and the Government.

(b) The Chief of the Mission, and other officials will be appointed by the Administration with the consent of the Government. The Administration will appoint and/or employ officials and personnel only after obtaining the prior written consent of the Government. The Administration will communicate to the Government the general authority delegated to the Chief of the Mission.

(c) In pursuance of paragraph (a) above, the Administration shall be free to employ Ethiopian subjects and residents of Ethiopia to the extent necessary to discharge its responsibilities. The Government will furnish all practicable assistance to enable the Administration to locate and employ qualified Ethiopian subjects and residents of Ethiopia for its operations under this Agreement. Residents in Ethiopia or Ethiopian subjects will not be employed by the Administration without the Government's prior approval.

(d) The Government will facilitate the admission and movement of Administration personnel in Ethiopia pursuant to this Agreement.

(e) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge or recall such of its personnel who violate these standards or who may be declared by the Government as *personae non gratae*.

(f) The term "Administration personnel" as used in this Agreement, includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration, within the limits of Resolution 9 (3).

ARTICLE V: FACILITIES, PRIVILEGES, IMMUNITIES AND EXEMPTIONS

The Government will, subject to its constitutional procedure, take or cause to be taken, the steps necessary to facilitate the activities of the Administration and to provide the Administration and its personnel with the facilities, privileges, immunities and exemptions recommended by the Resolutions of the Council, insofar as this provision is not amended by mutual agreement between the Administration and the Government.

ARTICLE VI: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions under this Agreement shall be immune from all taxes, fees, tolls, or duties imposed by the Government or any political sub-division thereof or by any other public authority in Ethiopia. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political sub-division thereof or by any other public authority.

(b) No tax, fee, toll or duty shall be levied by the Government or any political sub-division thereof, or by any other public authority on or in respect of the personal effects, salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies working under the authority of the Administration within the limits of Resolution 9 (3) to its officers, employees or other Administration personnel (as defined in Article IV hereof) who are not subjects of Ethiopia or permanent residents thereof. However, in the event of resale and delivery within Ethiopia the personal effects imported by personnel of the Administration or of non-indigenous voluntary relief societies shall be subject to all usual duties and charges. Exemption from taxation granted to non-Ethiopian officers and employees of the Administration shall not entitle them to claim reimbursement of indirect, and more particularly, consumption taxes.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing provisions. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16, to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

ARTICLE VII: REPORTS AND RECORDS

(a) The Government will, at the request of and in consultation with the Administration establish and maintain adequate statistical records on the relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities. In order to assure the adequacy of such records, the Government may call upon the Administration for technical advice and assistance.

(b) The Government will furnish the Administration with such records, reports and information as are available and as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE VIII: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modification shall be by mutual consent.

(b) At the end of the first six months of the Administration's operations in Ethiopia under this Agreement the parties hereto will review the provisions of this Agreement in the light of the needs and circumstances at the time.

(c) To the extent necessary or desirable, the parties hereto will conclude subsequent agreements and arrangements, supplementing the provisions hereto.

ARTICLE IX: PERIOD OF AGREEMENT

This Agreement shall take effect as from 1 July 1946. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. However, pending the expiration of fifteen days following the receipt in Addis Ababa by the Government of the programmes of assistance authorised by the Administration for execution in Ethiopia in conformity with the proposals of the various Ministries of the Government and transmitted to the Administration by the Chief of the Mission to Ethiopia, the present Agreement may be terminated by either contracting party by a ten-day advance notice in writing.

6b. Protocol of Reservations, Signed by Ambaye Wolde Mariam, 4 July 1946

The Imperial Ethiopian Government sign the attached Agreement between the said Government and the United Nations Relief and Rehabilitation Administration with and subject to the following reservations:

1. That the Imperial Ethiopian Government shall not be required to provide equipment under the provisions of Article II(b) and (c) except such as they may determine to be available and may agree to furnish in conformity with the procedure provided for in Article I(c) it being understood in this respect that the word "rent" appearing in Article II(c) shall be confined solely to rent of realty.

2. That the provisions of Article II(c) shall enter into force only after the expiration of the period of fifteen days provided for in Article IX of

the above agreement following receipt in Addis Ababa by the Government of the programmes of assistance authorised by the Administration.

Supplementary Agreement with Ethiopia

6c. LETTER, AMBAYE WOLDE MARIAM, ACTING VICE MINISTER OF FOREIGN AFFAIRS, IMPERIAL ETHIOPIAN GOVERNMENT, TO WILLARD Z. PARK, CHIEF, UNRRA MISSION TO ETHIOPIA, 7 APRIL 1947

Pursuant to previous conversations in regard to the manner in which UNRRA supplies will continue to be supplied to and distributed in Ethiopia, I have the honour to confirm the agreement of the Imperial Ethiopian Government to the following supplementary agreement as proposed by UNRRA:

In anticipation of a reduction of UNRRA staff in Ethiopia and in order to ensure that future incoming UNRRA supplies may be properly received and distributed in accordance with the aims and purposes of the agreement dated 4th July, 1946, it is agreed:

1. that as from the date of this supplementary agreement the Government will be responsible for the receipt of all UNRRA supplies at the port of discharge whether this be Djibouti or the airport at Addis Ababa, and that a duly authorized representative will issue to the Administration on behalf of the Government a receipt for such supplies in accordance with the receipt form attached herewith.

2. that the Government will transport and distribute such supplies in accordance with the aims and purposes set down in Art. I, paragraph (b) of the agreement dated 4th July, 1946.

It is specifically agreed that the Government will take the necessary action to assure that no such supplies will be sold or distributed through commercial channels.

3. It is agreed that the Administration will continue as heretofore to pay transport costs for supplies from Djibouti to the Ethiopian frontier.

4. It is agreed that so long as the Administration continues to be represented in Ethiopia, its representatives will be permitted to observe the transport, storage and distribution of supplies, and that the privileges and facilities extended to UNRRA personnel under the agreement of 4th July 1946 will in no way be limited or affected by this supplementary agreement.

I further confirm the acceptance by the Government of the proposal that the Djibouti branch of the State Bank of Ethiopia undertakes on behalf of the Government the functions set forth in numbered paragraph 1 above, at Djibouti.

6d. LETTER, WILLARD Z. PARK TO AMBAYE WOLDE MARIAM, 18 APRIL 1947

I wish to acknowledge your letter 191/50 dated 7th April, 1947, in regard to the supplementary agreement between the Imperial Ethiopian Government and the Administration of UNRRA for receipt of all UNRRA supplies at Djibouti or at the airport in Addis Ababa. I have the honour to confirm the supplementary agreement between the Imperial Ethiopian

Government and the Administration and to request that it be implemented effective as of this date.

The staff of this Mission will be available to assist the representatives of the State Bank of Ethiopia in making arrangements for the preparation of the appropriate receipts requested by the Administration upon delivery of supplies and equipment.

The staff of the Mission will also be available, until the Mission is withdrawn from Ethiopia, to assist the representatives of the Imperial Ethiopian Government in the distribution of supplies and equipment to projects for which these supplies and equipment were programmed.

Accept, Excellency, renewed assurances of my high consideration.

FINLAND

Exchange of Letters

7a. HERBERT H. LEHMAN TO KALLE TEODOR JUTILA, MINISTER OF FINLAND TO THE UNITED STATES, 18 DECEMBER 1945

On 14 August 1945 the Minister for Foreign Affairs of your Government addressed to this Administration a request for assistance for the relief and rehabilitation of the regions in Northern Finland devastated by the German Army since September 1944 until its final retreat from the Finnish territory in April 1945. For your information, I am enclosing a copy of the request and the supporting documents submitted with it. You will note that the request covered a rather limited amount of supplies for immediate relief and a much larger amount for long term assistance. The request was received too late for consideration by the Council of UNRRA at its meeting in London in August, and was, therefore, referred to the Central Committee of the Council, which acts for the Council between sessions.

I am happy to be able to inform you that on 29 November, in response to your Government's request, the Central Committee agreed to the adoption of an emergency supply program for assistance to Finland, limited in cost to the sum of \$2,500,000. The program, it is calculated, would provide supplies up to approximately \$2,100,000 in value if UNRRA bore the cost of shipment, or supplies up to \$2,500,000 if the necessary transportation could be undertaken by your Government.

In accordance with the Central Committee's action, the terms of payment are to correspond to those approved by the Central Committee in relation to UNRRA's Northwestern European programs. This provision has reference to a resolution of the Central Committee of 26 February 1945, a copy of which I am enclosing. I am also enclosing a copy of the resolutions of the Council of UNRRA, Resolution 14 of which also bears on the subject.

It should be understood that the supplies furnished by the Administra-

tion must be used and distributed in accordance with the policies of the UNRRA Council, particularly as embodied in Resolutions 2 and 7 thereof. In accordance with our usual practice, we propose to dispatch to Finland a small mission to represent the Administration and to observe the operations of the program. We would expect the Finnish Government to keep the mission fully informed regarding the distribution of supplies within Finland and to afford the mission opportunity to observe such distribution at all stages. For this purpose the mission should be afforded freedom of movement and facilities to enable them to discharge their responsibilities under this program. Furthermore, it is understood that the Government will grant to the mission and its personnel the privileges, immunities and exemptions recommended by the Council Resolutions. As in all other countries, it is expected that the Government will meet the local currency expenses of the Mission in Finland.

I should appreciate it if you would confirm that your Government is in agreement with the proposed procedure and terms as explained in this letter. Pending the confirmation, we should be grateful if no publicity were to be given to this program.

In the meantime, I have instructed the staff of the Bureau of Supply here in Washington to complete negotiations with you regarding the schedule of supplies to be furnished. Under this procedure all arrangements for programming and procurement can be made at the earliest possible time. It is hoped that this action will result in expediting actual shipments to Finland.

7b. KALLE TEODOR JUTILA TO HERBERT H. LEHMAN, 11 JANUARY 1946

I have gratefully received your letter of December 18th, 1945, informing me that in response to the Finnish Government's request, the Central Committee of your Administration have agreed to the adoption of an emergency supply program for assistance to Finland, limited in cost to the sum of \$2,500,000.

I have been instructed by my Government to express to your Administration their deep gratitude for this generous decision, the importance of which, for the relief and rehabilitation of Northern Finland, could not be overestimated.

I note from your letter that the terms of payment are to correspond to those approved by the Central Committee in relation to UNRRA's Northwestern European programs and that the supplies furnished by the Administration must be used and distributed in accordance with the policies of the UNRRA Council.

With reference to the mission to represent your Administration in Finland, I am instructed to inform you that the Finnish Government will keep the mission fully informed regarding the distribution of supplies within Finland and afford them all the facilities mentioned in your letter, including covering of their local currency expenses in Finland. The Min-

istry of Supply in Helsinki will be the Government Agency for distributing the supplies and they will accordingly also take care of your mission.

I have been informed that the negotiations between the staffs of your Administration and this Legation, regarding the schedule of supplies, have now been almost completed and that the quick result obtained is due to the helpful understanding and unsparing efforts of the officials of your Administration who have taken part in the negotiations. May I ask you, therefore, to convey to them my sincere thanks.

8a. GREECE

Signed by John Sofianopoulos, Minister of Foreign Affairs, and Roy F. Hendrickson, Deputy Director General, 1 March 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration) whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services; and

WHEREAS, The Government of Greece (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9 November 1943, and has expressed its agreement with the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, Greece has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in Greece upon the termination of the period of military responsibility for civilian relief; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of Greece and in accordance with the Agreement of 9 November 1943 and the Resolutions; and

WHEREAS, In accordance with Resolution 14 of the Council of the Administration, the Director General has determined that Greece is not at this time in a position to pay with suitable means of foreign exchange for relief and rehabilitation of Greece; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be

fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The *Government of Greece*, represented by John Sofianopoulos, Minister of Foreign Affairs, and the *United Nations Relief and Rehabilitation Administration*, represented by Roy F. Hendrickson, Deputy Director General, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish liberated Greece with relief and rehabilitation supplies and services upon the termination of the period of military responsibility for civilian relief, and the Government will cooperate with the Administration for this purpose. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Greece is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such supplies during the life of this Agreement.

(b) The Government will present schedules of supplies it desires monthly, for periods of at least six months in advance of the time the supplies are desired. These schedules will provide insofar as possible quantities, specifications, and points for the delivery of the supplies. In recognition of many uncertainties including the uncertainty of the volume of shipping the Administration can obtain, the Government will also present priorities covering a period of at least three months with respect to supplies it desires, to guide the Administration in case the full amounts requested by the Government cannot be supplied. In turn, the Administration will state its program of supplies to be delivered in response to the Government's request, giving notice as far in advance as practicable, and if possible at least three months ahead of the probable arrival of the supplies in ports of entry for Greece. The Administration will be glad, through its authorized representatives, to discuss its plans for supplies and communicate any changes therein at any time and to obtain from the Government its proposals for changes in the plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans

agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 through 13. Wherever necessary the Government will take measures to insure that such policies are followed throughout the country.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Greece of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for Greece, will be consigned to the Administration mission in the country. The supplies will be transferred to the Government or its designee, against appropriate receipts, at such designated ports of entry, or frontier points, as may be agreed upon from time to time by the Administration. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943 and the Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for, and operations respecting, the distribution of supplies, including at least the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price controls by commodity, by region, and by classes of consumers for each of the commodities supplied by the Administration; (v) the facilities and methods for handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will keep the Administration fully informed regarding the distribution of supplies within Greece. The Government will further afford representatives of the Administration opportunity to observe the distribution of supplies furnished by the Administration at each stage, to make inquiries of and to consult with the appropriate governmental authorities with respect to such distribution and generally to satisfy themselves that the system of distribution is operating in accordance with the Council Resolutions.

(e) The Government will afford the Administration opportunity for,

and will cooperate with the Administration in, making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will, as requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Greece in the execution of relief and rehabilitation programs undertaken pursuant to Articles I, II, and III of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications, transportation, and public services within the country.

(b) The Government will provide the Administration monthly with a record of the net proceeds derived by the Government in the preceding month from the sale, lease, or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. In lieu of a record of actual net proceeds, a lump sum approximation of proceeds may be mutually agreed upon by the Government and the Administration.

(c) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, funds equivalent in amount to the sums recorded as net proceeds under paragraph (b) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (a) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation; (ii) activities undertaken by or under the direction of the Government with respect to welfare services; (iii) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II of this Agreement; (iv) warehousing, handling, and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas; (v) procurement of supplies and services available in Greece for relief and rehabilitation in other areas, insofar as such procurement is consistent with the economic requirements of Greece. The Government will have discretion to determine what sums will be made available to the Administration pursuant to this paragraph.

(d) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (c) above. In addition, the Government will furnish the Administration with periodic reports of the expenditures made and receive the Administration's views regarding such expenditures. In those cases where funds are made

available to the Administration for its activities pursuant to paragraph (c) above, they shall be utilized in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(e) At the end of the first six months of the Administration's operations in Greece under this Agreement, the parties hereto will review the provisions of this Article in the light of the needs and circumstances at the time.

ARTICLE V: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a mission in Greece which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions. The mission will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting, and financial activities within Greece pursuant to this Agreement.

(b) The chief of the Administration mission, his deputies and major assistants will be appointed in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the Chief of the Administration mission.

(c) The Government will facilitate the admission and movement of Administration personnel in Greece pursuant to this Agreement.

(d) The Administration will assure the good conduct, integrity, and moral character of its personnel and will discharge or recall such of its personnel who violate these standards.

(e) The term "Administration personnel" as used in this Agreement includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration.

ARTICLE VI: FACILITIES, PRIVILEGES, AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Administration, and to provide the Administration and its personnel with the facilities, privileges, immunities, and exemptions recommended by the Resolutions of the Council.

(b) The Administration shall have the right, free from export controls or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by the Administration and located in or in transit through Greece.

(c) The Government will furnish or arrange to have furnished to the

Administration services and facilities pursuant to arrangements made by mutual agreement between the Government and the Administration.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions of whatsoever nature shall be immune from all taxes, fees, tolls or duties imposed by the Government or any political subdivision thereof or by any other public authority in Greece. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority.

(b) No tax, fee, toll or duty shall be levied by the Government or any political subdivision thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other Administration personnel (as defined in Article V hereof) who are not nationals of Greece or permanent residents thereof.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16 to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports, and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement, (a) the relations between the parties shall continue to be governed by the Agreement of 9 November 1943 and the Resolutions of the Council; and (b) Articles IV, V, VI, VII, and VIII shall remain in force for the purpose of an orderly liquidation until all Administration activities in Greece are completed.

HUNGARY

Exchange of Letters

9A. HERBERT H. LEHMAN TO ALADAR SZEGEDY-MASZEK, APPOINTED MINISTER OF HUNGARY TO THE UNITED STATES, 13 FEBRUARY 1946

The Central Committee of UNRRA at its meeting on 5 February 1946 adopted a formal resolution authorizing emergency relief assistance to Hungary, in accordance with the principles previously agreed to by the Committee and communicated to you in my letter of 31 January 1946. A copy of this resolution of the Central Committee is attached hereto for the information of your Government. Pursuant to this resolution the Administration is proceeding with immediate arrangements for the programming, procurement and shipment of supplies to Hungary at the earliest possible time.

In instituting a limited relief program for Hungary, the Administration does so with the understanding that your Government will comply with certain conditions which govern the furnishing of assistance by the Administration to all countries. First, the supplies furnished by the Administration must be used and distributed in accordance with the policies of the UNRRA Council, particularly as embodied in Resolution 2 and 7 thereof. In accordance with our usual practice we propose to send to Hungary a mission to represent the Administration and to observe the operations of the program. We would expect the Hungarian Government to keep this mission fully informed regarding the distribution of supplies within Hungary and to afford the mission opportunity to observe such distribution at all stages. For this purpose the mission must be afforded freedom of movement and facilities to enable it to discharge its responsibilities under this program. Furthermore, it is understood that your Government will grant to the mission and to its personnel the privileges, immunities and exemptions recommended by the Council resolutions.

As in all other countries, it is expected that your Government will meet all of the local currency expenses of the mission in Hungary.

I should appreciate it if you would confirm that your Government is in agreement with the terms of UNRRA assistance as contained in the resolution of the Central Committee and as stated in this letter.

9b. ALADAR SZEGEDY-MASZEK TO HERBERT H. LEMAN, 19 MARCH 1946

On behalf of my Government, I beg to acknowledge receipt of your letter of 13 February, 1946, reading as follows:

[The text of the Director General's letter is repeated.]

I should like to confirm that the Hungarian Government is in agreement with the terms of UNRRA assistance, as contained in the resolution of the Central Committee and as stated in your letter cited above.

At the same time I wish to express the gratitude of the people of Hungary for the decision of the Central Committee of UNRRA to extend aid to Hungary.

10a. ITALY

Signed by Ivanoe Bonomi, President of the Council of Ministers, and Spurgeon M. Keeny, Chief, Italy Mission, 8 March 1945

WHEREAS, The United Nations and Associated Nations have, in the agreement of November 9, 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA); and

WHEREAS, By Resolution 58 of the Council of UNRRA (the text of which is attached as Annex I), certain programs for assistance to Italy were approved; and

WHEREAS, By Resolution 57 of the Council (the text of which is attached as Annex II), UNRRA was authorized to carry out operations in Italy for the care and repatriation or return of "displaced persons as contemplated by Resolution 10" and of certain other persons, and for the control of epidemics for certain purposes; and

WHEREAS, In accordance with Resolutions 14, 57 and 58 of the Council, the Director General of UNRRA has determined that Italy is not at this time in a position to pay with suitable means of foreign exchange for the assistance and operations provided for in Resolutions 57 and 58; and

WHEREAS, The Government of Italy (hereinafter referred to as the Government) has offered to cooperate in the programs and operations referred to and to contribute in other ways to the humanitarian work of UNRRA; and

WHEREAS, The Government and UNRRA desire to define their mutual responsibilities with respect to relief and rehabilitation in Italy and to establish the general lines of their cooperation;

The *Government of Italy*, represented by His Excellency Ivanoe Bonomi, President of The Council of Ministers, and the *United Nations Relief and Rehabilitation Administration*, represented by Spurgeon M. Keeny, Chief of the UNRRA Mission to Italy, HAVE AGREED as follows:

ARTICLE I: MUTUAL RECOGNITION

(a) The Government recognizes the establishment of UNRRA by the Agreement of November 9, 1943, and the possession by UNRRA of the status and powers conferred upon it by that Agreement, and accepts the broad principles of that Agreement and the recommendations contained in the Resolutions of the Council.

(b) UNRRA recognizes that, by the assumption of certain definite obligations under this Agreement, the Government enters into a program of cooperation with UNRRA.

ARTICLE II: ASSISTANCE TO ITALY

(a) Pursuant to Resolution 58 and subject to the conditions and limitations provided in this Agreement, UNRRA will cooperate with the Government in relief and rehabilitation programs for assistance to Italy falling within the following categories and will furnish for such programs supplies and services costing up to an amount of 50 million dollars of foreign exchange: (i) care of, and welfare services for, children and nursing and expectant mothers; (ii) assistance in the care and return to their homes of "displaced persons"; (iii) provision of medical and sanitary aid and supplies.

(b) Such supplies and services will be furnished by UNRRA subject to the limitations imposed by military operations and necessities and by UNRRA's resources. They will be furnished by UNRRA to the extent that need therefor is established and that mutually satisfactory working arrangements between the Government and UNRRA are concluded.

ARTICLE III: OPERATIONS IN CONNECTION WITH CERTAIN CLASSES OF DISPLACED PERSONS AND FOR EPIDEMIC CONTROL

UNRRA is authorized to undertake, pursuant to Resolution 57, such operations in Italy as it deems necessary for the care and repatriation or return of displaced persons referred to in that resolution (non-Italians) and of other persons 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 favour of the United Nations, and for the control of epidemics referred to in that Resolution.

ARTICLE IV: WAIVER OF PAYMENT

In accordance with the determination of the Director General made pursuant to Section 2(b) of Resolution 57 and Section 3(b) of Resolution

58, all relief and rehabilitation supplies and services furnished by UNRRA in Italy shall be provided without charge to the Government.

ARTICLE V: FINANCIAL CONTRIBUTION OF GOVERNMENT

(a) As a contribution to the relief and rehabilitation programs of UNRRA, the Government, on its part, accepts the general principle that it should bear the expenses of UNRRA and the other expenses of the programs of assistance and operations contemplated by this Agreement which are incurred in Italian currency within Italy; but, in the absence of further agreement of the Government, this liability is limited to a sum in lire corresponding to the cost in foreign exchange incurred by UNRRA for the services and supplies which it furnishes to Italy. The liability thus assumed will be met by making funds available for payment of the following expenses: (i) expenses incurred in Italy in Italian currency in the execution of relief and rehabilitation programs contemplated by this Agreement and authorized by Resolution 57 or Resolution 58; (ii) administrative expenses incurred by UNRRA in Italy in Italian currency; (iii) expenses of additional relief and rehabilitation programs in Italy of similar character to those referred to in Resolution 58.

As an indication of its desire to participate in the cooperative endeavour represented by the relief and rehabilitation programs of UNRRA, the Government will consider also the possibility of devoting a part of the balance of these funds, at the request of UNRRA, (i) to the transport within Italy of supplies for the relief and rehabilitation of other areas and (ii) to the procurement of supplies in Italy for such purposes if such procurement is not inconsistent with the economic requirements of Italy nor in conflict with the Government's engagements of an international character.

(b) It is understood that the funds provided in accordance with this Article are to be in addition to, and not in substitution for, the budget charges which the Government establishes for similar activities.

(c) The technical arrangements for effectuating the provisions of this Article are contained in Annex III.

ARTICLE VI: PRINCIPLES OF DISTRIBUTION AND ADMINISTRATION

The supplies and services provided by UNRRA will be distributed and administered in conformity with the policies of the Council. For example, there must be no discrimination among possible beneficiaries because of race, creed, or political belief, and such supplies and services must not be used as a political weapon. Reference is made particularly to Resolutions 2, 7 to 10, and 58.

ARTICLE VII: MUTUAL RESPONSIBILITIES

(a) The Government will have the responsibility for the distribution of supplies requested and furnished in accordance with Resolution 58.

Such distribution shall be in accordance with plans which are agreed upon between the Government and UNRRA. In order to recover part of its expenditures under this Agreement, the Government may distribute some of such supplies through sales, but only so long as this procedure is consistent with the policies of the Council, particularly with the following policy as stated in Resolution 7, Section 3: "Distribution should be so conducted that all classes of the population, irrespective of their purchasing power, shall receive their equitable shares of essential commodities." Proceeds of any sales will be the property of the Italian Government.

(b) UNRRA will have the responsibility for operations contemplated by Resolution 57. At the request of UNRRA, the Government will cooperate in such operations. Concerning the control of epidemics, the nature, scope and conditions of such operations shall be in accordance with plans agreed upon between the Government and UNRRA, satisfactory to both parties.

ARTICLE VIII: UNRRA MISSION AND PERSONNEL

In order to assure the necessary cooperation between the Government and UNRRA for the execution of this Agreement, the Government authorizes UNRRA to establish a Mission in Italy. Such Mission will represent UNRRA in order to assure the good functioning of the relief and rehabilitation programs contemplated by this Agreement.

ARTICLE IX: JOINT COMMITTEE

(a) As an additional measure to assure such cooperation, a Joint Committee shall be established consisting of delegations from the Government and UNRRA. The Chairman of the Government delegation shall be the representative appointed to represent the Presidency of the Council of Ministers. The Chief of the UNRRA Italian Mission shall be Chairman of the UNRRA delegation and shall act as Chairman of the Joint Committee.

(b) The Government delegation shall consist of representatives of the following Government agencies: (i) Presidency of the Council of Ministers and High Commissariat for Food; (ii) Ministry of the Interior (General Direction of Public Health); (iii) Ministry of Foreign Affairs (General Direction of Economic Affairs); (iv) Ministry of the Treasury (State Accounts Office); (v) High Commissariat for Refugees; (vi) Court of Accounts.

(c) The UNRRA delegation shall consist of the Chief of the UNRRA Italian Mission and such additional representatives as he may designate.

(d) The Chairman of the respective delegations are hereby authorized by the Government and UNRRA to conclude, on their behalf, and after such consultation with the Joint Committee as may be practical and desirable, all supplementary agreements necessary to the effectuation of the purposes of this Agreement; and they are designated as responsible, on

behalf of the two parties, for the fulfilment of the respective obligations of the parties under this Agreement.

(e) The Joint Committee is authorized: (i) to formulate, consider, and recommend supplementary agreements to be concluded between the Government and UNRRA (as represented by the Chairman of the respective delegations), such as agreements concerning agencies, organizations and channels of distribution for supplies furnished by UNRRA; facilities and methods for handling, moving and storing such supplies; selection of recipients; and terms on which supplies are to be transferred to the recipients, including prices to be charged for such supplies as are to be sold by the Government; (ii) to secure reports upon, inquire into, and to make recommendations to the Government and UNRRA with respect to, all operations under this Agreement (except those which are the exclusive responsibility of UNRRA, namely, assistance to displaced and other persons under Resolution 57). With respect to the direct expenditures of UNRRA, however, the Joint Committee shall be limited to the securing of information concerning the aggregate amount of such expenditures.

ARTICLE X: DELIVERY OF SUPPLIES

The supplies to be furnished to Italy by UNRRA in conformity with Article II will be consigned to the UNRRA Italian Mission. The transfer of such supplies to the Government or its designees, against appropriate receipts, will be at such points as may be agreed upon from time to time by the Government and UNRRA.

ARTICLE XI: FURNISHING OF LOCAL PROPERTY

As additional evidence of its cooperation with UNRRA, the Government will secure for UNRRA, by requisitioning if necessary, any real or personal property which is located in Italy and which UNRRA and the Government, in accordance with the procedure provided by Article IX (d) agree to be necessary for the execution of relief and rehabilitation programs pursuant to this Agreement.

ARTICLE XII: PUBLICITY

The Government will afford UNRRA opportunity for, and will cooperate with UNRRA in, making public information regarding deliveries and distribution of supplies furnished by UNRRA and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by UNRRA.

ARTICLE XIII: REPORTS AND RECORDS

The Government will maintain adequate statistical and other records on relief and rehabilitation operations and will consult with UNRRA, at its request, with respect to the maintenance of such records. It will furnish UNRRA with such reports, records, and information as UNRRA shall

request pertaining to relief and rehabilitation and necessary to the discharge of UNRRA's responsibilities.

ARTICLE XIV: IMMUNITIES, FACILITIES, PRIVILEGES AND EXEMPTIONS

(a) UNRRA and its non-Italian personnel, in the performance of their official functions, will be accorded the immunities, facilities, privileges and exemptions recommended by the Resolutions of the Council, which are normally granted in Italy to diplomatic representatives.

(b) UNRRA, its assets, property, income, operations and transactions and the salaries or remunerations for personal services paid by UNRRA to its personnel of non-Italian nationality and non-resident in Italy, shall be immune from all taxes and duties of any kind imposed by the Government or any other public authority in Italy.

ARTICLE XV: OPERATIONAL EXEMPTIONS AND FACILITIES

The operations of the programs authorized by Resolutions 57 and 58 will benefit by the following exemptions and facilities: (i) exemption from every tax or duty; (ii) postal franchise; (iii) free transportation of supplies and other material over transportation facilities operated by the Government; (iv) facilities, when travelling on official business, on railways, autobuses, sea and air lines, for the members of the Joint Committee and for the personnel of the UNRRA Italian Mission, similar to those granted to the Italian armed forces.

ARTICLE XVI: RE-EXPORT OF UNRRA SUPPLIES

UNRRA shall have the right, free from export controls or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by UNRRA and located in, or in transit through, Italy; but such shipments shall be subject to reasonable inspection by the Government to determine that they come within the provisions of this Article.

ARTICLE XVII: APPLICATION

This Agreement applies to all Italian territory which from time to time may be subject to the administrative authority of the Government, and, to the extent that the Allied Commission may from time to time agree, it also applies to Italian territory which may be subject to the Commission's administrative authority.

ARTICLE XVIII: PERIOD OF AGREEMENT

This agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties shall have given notice in writing of its intention to terminate it. Moreover, if at any time after six months UNRRA should give notice of its intention to revise the provisions of Article IV, the Government may, within fifteen days after receiving such notice, in turn give notice

to UNRRA in writing, which shall effect a termination of this Agreement fifteen days after its receipt by UNRRA. Notwithstanding such termination of this Agreement, Articles I, III, V through VIII, XI, XII, and XIV through XVII of this Agreement and the provisions of Annex III, shall remain in force to the extent necessary for an orderly liquidation until such liquidation is completed.

The three Annexes attached hereto are a part of this Agreement.

[*Annex I* consists of Resolution 58: Relating to Operations of the Administration in Italy.]

[*Annex II* consists of Resolution 57: Relating to Operations in Enemy and Ex-Enemy Areas with Respect to Displaced Persons and Epidemic Control.]

10b. Annex III: Supplementary Provisions

Section 1: Implementing Legislation. The Government undertakes to promulgate such legislation as may be necessary to effectuate the provisions of this Agreement and, in particular, to confirm, for the territory of Italy, the possession by UNRRA of the status and powers conferred upon it by the Agreement of November 9, 1943.

Section 2: Financial Provisions. (a) The expenses referred to in Article V (a) (i) of this Agreement include expenses incurred by UNRRA prior to the date of this Agreement in preparation for the programs referred to. The administrative expenses referred to in Article V (a) (ii) include administrative expenses incurred by UNRRA in Italy in Italian currency in connection with relief and rehabilitation of other areas.

(b) In order to carry out the obligations undertaken by the Government pursuant to Article V of this Agreement, the following provisions are agreed upon: (i) On or before 23 March, 1945, the Government shall establish a credit in the amount of 50 million lire. On or before the first day of the following month and on or before the first day of each calendar quarter thereafter, UNRRA shall report to the Joint Committee the estimated amount of the cost, incurred in foreign currency (and not previously reported), of all supplies and services expected to be furnished by UNRRA for relief and rehabilitation programs under Resolution 58, up to the end of the quarter in which such date falls. As actual costs are ascertained in any quarter, UNRRA shall make adjustments to reflect them in the first subsequent quarterly report. On or before the tenth day following the date on which the report is due, the Government shall add to the credit an amount in lire equivalent at the then official rate of exchange to the cost so reported. This credit shall be available for disbursement at any time during the life of the Agreement in accordance with its terms. The amount of 50 million lire originally granted as a credit hereunder shall be treated as an advance, however, and, at the completion of operations under the Agreement, shall be returned to the Government or credited against its obliga-

tions. For the purposes of this paragraph, the terms "calendar quarter" and "quarter" refer to a three-month period commencing January 1, April 1, July 1, or October 1. (ii) Upon request, the Government shall, from time to time, transfer to the account of UNRRA such amounts out of the credit so established as UNRRA may deem necessary (1) for payment of any administrative or operating expenses incurred by UNRRA in Italian currency within Italy in the execution of the programs undertaken pursuant to Resolutions 57 and 58 (including such expenses incurred prior to the date of this Agreement in preparation for such programs), (2) for payment of any administrative expenses incurred by UNRRA in Italy in Italian currency in connection with relief and rehabilitation of other areas, and (3) for the maintenance of an adequate working balance for such purposes. (iii) In addition to the utilization of the Italian currency credit for the purposes set forth in paragraph (ii) above, the Chairman of the Joint Committee, in agreement with the Chairman of the Government delegation, may authorize the use of the balance of such credit by UNRRA or the Government for other purposes in accordance with programs jointly formulated and agreed to by the Government and UNRRA. Such purposes shall include, but not be limited to, the following: (1) Payment of the Government's expenses in the execution of relief and rehabilitation programs undertaken pursuant to Resolution 57 or 58. (2) Transport within Italy of supplies for relief and rehabilitation of other areas and procurement of supplies in Italy for such purposes if such procurement is not inconsistent with the economic requirements of Italy nor in conflict with the Government's engagements of an international character.

(c) UNRRA shall have the right to use its Italian currency holdings free from restrictions on circulation in Italy and shall have the right to exchange freely such currency into any other type of local currency used in Italy.

(d) The determination of the Director General, referred to in Article IV of this Agreement, is subject to review, and the provisions of Article IV are accordingly subject to revision by UNRRA, but no such revision shall be effective before the end of six months after the date of this Agreement.

Section 3: Personnel. (a) The Government will facilitate the admission and movement of UNRRA personnel in Italy pursuant to this Agreement and will furnish all practicable assistance to enable UNRRA to locate and employ qualified residents of Italy for its operations under this Agreement.

(b) The Government undertakes, without charge to the employees involved or to UNRRA except as indicated below, (1) to provide to all employees of UNRRA hired in Italy the social security, health and workmen's compensation insurance coverage which by law is provided to the employees of an Italian private enterprise, and (2) to assume all liabilities for injuries to such employees of UNRRA to which UNRRA would be subject under Italian law if UNRRA were an Italian private enterprise. The charges otherwise payable by the employees and UNRRA for such cov-

erage and the damages payable on account of such liabilities shall be credited to the Government against its obligation to bear UNRRA's Italian currency expenses under Article V. This provision shall not limit, however, the benefits payable by UNRRA to such employees, for which the Government shall, pursuant to Article V, make reimbursement.

(c) UNRRA will assure the good conduct, integrity and moral character of its personnel, and it will discharge or recall any of its personnel who violate these standards.

(d) As used in this Agreement, the term "UNRRA personnel" includes, in addition to employees of UNRRA, employees of non-indigenous voluntary relief societies working under the authority of UNRRA in operations for which UNRRA has direct responsibility.

Section 4: Furnishing of Local Property. Property referred to in Article XI shall be furnished to UNRRA without charge on a lease or loan basis or, if the property is expendable, title to it shall be transferred to UNRRA without charge. The Government shall assume the defense against, and liability under, all claims asserted on account of the use or transfer of the property or its damage, deterioration, destruction, consumption or loss. UNRRA will use reasonable efforts to protect, and to prevent damage or destruction to, or loss of, such of the property as is non-expendable, but assumes financial liability to the Government therefor only to the extent that such liability may be based upon the wilful or negligent acts of its agents. UNRRA will return to the Government all such property (expendable or non-expendable) remaining on hand when no longer needed for its programs. The reasonable cost of performance of its obligations under this Section shall be credited to the Government against its obligation to bear UNRRA's Italian currency expenses under Article V.

Section 5: Taxation. If in the case of any particular tax or duty it is determined by UNRRA that it is more practical for UNRRA in the first instance to pay the tax or duty than to assert the immunity granted by Articles XIV and XV, the Government will promptly reimburse to UNRRA the amount of such payment. This obligation is in addition to any obligation under Article V. This provision will, as a matter of policy, be used by UNRRA only where assertion of tax immunity is impossible or difficult. It will be regarded by UNRRA, in other words, as a last resort.

10c. *Supplementary Agreement with Italy, Signed by Alcide de Gasperi, President of the Council of Ministers, and Spurgeon M. Keeny, Chief, Italy Mission, 19 January 1946*

WHEREAS, The United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA) and the Government of Italy (hereinafter referred to as the Government) concluded an agreement on the 8th March, 1945 (hereinafter referred to as the First Agreement) for relief and rehabilitation assistance in Italy; and

WHEREAS, By Resolution 73 of the Council (the text of which is attached as Annex I), UNRRA has since been authorized to undertake in Italy a program of relief and rehabilitation assistance adequate to meet the urgent needs of the Italian population, and the limitations previously imposed by Resolution 58 have been accordingly modified; and

WHEREAS, The Government and UNRRA desire to define their additional mutual responsibilities with respect to relief and rehabilitation in Italy in the light of the new authority granted to UNRRA by Resolution 73 of its Council;

The *Government of Italy*, represented by The Honorable Alcide de Gasperi, President of the Council of Ministers, and the *United Nations Relief and Rehabilitation Administration*, represented by S. M. Keeny, Chief of the UNRRA Mission to Italy, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

In addition to the relief and rehabilitation operations provided for in the First Agreement, UNRRA will furnish Italy with relief and rehabilitation supplies and services to meet the urgent needs of the Italian population, and the Government will co-operate with UNRRA for this purpose. Such supplies and services will be furnished within the limit of UNRRA's resources and available supplies and transport and in accordance with Council policies. The supplies and services will be furnished by UNRRA for such period of time as it is determined, in accordance with Resolution 14, that Italy is not in a position to pay therefor with suitable means of foreign exchange. In the case of certain categories of long term equipment, UNRRA may, pursuant to special agreements between it and the Government, retain ownership, but furnish the use of such supplies during the life of such agreement.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by UNRRA pursuant to Article I above, will be administered in accordance with plans agreed upon between UNRRA and the Government, and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 to 13 inclusive. Wherever necessary the Government will take measures to ensure that such policies are followed throughout the country. Such relief and rehabilitation services for the benefit of Italian nationals in Italy will be administered by the Government, but UNRRA will assist in furnishing services, if requested by the Government, in accordance with plans agreed upon between the Government and UNRRA. These services will, to the extent agreed upon between the Government and UNRRA, include the continuation of the relief services provided for in Article II of the First Agreement after completion of the program provided for therein. UNRRA will assist Italian displaced persons outside Italy in the same way, and subject to the same conditions, as other displaced persons whom UNRRA is

authorized to assist. Relief services undertaken for the benefit of non-Italian displaced persons in Italy pursuant to Resolution 57 and to Articles III and VII (*b*) of the First Agreement, will continue to be administered by UNRRA, with the co-operation if requested, of the Government.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(*a*) The relief and rehabilitation supplies furnished by UNRRA which are destined for Italy will be consigned to the UNRRA Italian Mission. Supplies furnished under Article I will be transferred to the Government or its designees, against appropriate receipts, at such points as may be agreed upon from time to time by the Government and UNRRA. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by UNRRA.

(*b*) The Government, having the responsibility for the distribution within Italy of relief and rehabilitation supplies furnished by UNRRA under Article I, will take appropriate measures to ensure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7. The Government will ensure that UNRRA supplies will be adequately guarded in ports, warehouses, centres of distribution and during their movement within Italy.

(*c*) The Government will provide that supplies and services furnished by UNRRA pursuant to Article I of this Agreement will be sold, leased or otherwise transferred to the distributors and users against payments in local currency to the extent consistent with the equitable distribution and effective use of such supplies and services. In accordance with the policy stated in Resolution 7(3) that distribution should be so conducted that all classes of the population, irrespective of their purchasing power, shall receive their equitable shares of essential commodities, the Government may, in appropriate cases, arrange for the free distribution of such supplies and services.

(*d*) To enable the administration effectively to discharge its responsibilities, the Government will discuss and agree with UNRRA its policies and plans for the distribution of UNRRA supplies, insofar as may be deemed necessary by UNRRA in order to ensure that such policies and plans are consistent with the Agreement of 9th November, 1943, with the Council Resolutions and with the purposes of this Agreement. With this object, the Government will consult with the Administration concerning the following subjects: (*i*) the agencies and channels of distribution for the supplies furnished by the Administration; (*ii*) the allocation of such supplies by regions and main groups and consumers; (*iii*) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (*iv*) Rationing and price controls by commodity, by region, and by classes of consumers for each of the commo-

ties supplied by UNRRA; (v) the facilities and methods for handling, moving and storing the supplies furnished by UNRRA.

(e) Further to enable UNRRA effectively to discharge its responsibilities under this Agreement, the Agreement of 9th November, 1943, and the Council Resolutions, the Government will keep UNRRA fully informed regarding the distribution of supplies within Italy. The Government will afford representatives of UNRRA opportunities to observe the distribution of supplies furnished by UNRRA at each stage, to make enquiries of and to consult with the appropriate governmental and other authorities with respect to such distribution, and generally to satisfy themselves that the system of distribution is operating in accordance with the Council Resolutions.

ARTICLE IV: WAIVER OF PAYMENT

In accordance with the determination of the Director General made pursuant to Resolution 14 and Section 2(b) of Resolution 57, all relief and rehabilitation supplies and services furnished by UNRRA in Italy shall be provided without charge to the Government.

ARTICLE V: FINANCIAL PROVISIONS

(a) In addition to the contribution to the relief and rehabilitation programs of UNRRA which the Government undertook to make in Article V of the First Agreement, the Government agrees that the net proceeds of the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by UNRRA under Article I of this Agreement shall be devoted to relief and rehabilitation purposes. In implementation of this principle the Government will pay into a special account of the Government established for the purpose the net proceeds referred to above. By "net proceeds" is meant the proceeds realised, less any expenditure incurred by the Government in transportation, warehousing and distribution, and less any fiscal charges collected by the Government in accordance with current legislation on the sale of supplies. The Government will provide UNRRA monthly or upon request with a statement setting out payments into and disbursements from the account, together with such other information relating to the proceeds as UNRRA may require.

(b) The Government will, upon request, transfer to the account of UNRRA out of the special account referred to above such amounts as UNRRA may deem necessary: (i) for the payment of any expenses incurred by UNRRA in Italian currency within Italy in the execution of the programs undertaken pursuant to the First Agreement and to this agreement; (ii) for the payment of any expenses incurred by UNRRA in Italian currency for UNRRA's other offices in Italy in connection with relief and rehabilitation of other areas; and (iii) for the maintenance of an adequate working balance for such purposes. In the event that the accumulated pro-

ceeds of sale referred to above are not sufficient to permit the transfer to the account of UNRRA of such amounts as UNRRA may request in accordance with this paragraph, the Government will, upon request, make the necessary payments.

(c) The balance of the net proceeds referred to in paragraph (a) above, after deducting the amounts transferred to the account of UNRRA in accordance with paragraph (b) above, will be used by the Government or as may be agreed between the Government and UNRRA in Italy for relief and rehabilitation purposes within three years after the date of signature of this Agreement (or such longer period as may be agreed by UNRRA or by such successor as UNRRA may designate). The relief and rehabilitation programs undertaken pursuant to this paragraph will, during the period when the UNRRA Italian Mission is operating in Italy, be agreed upon between the Government and UNRRA, insofar as may be deemed necessary by UNRRA in order to ensure that such programs serve relief and rehabilitation purposes in conformity with this paragraph. Before the end of such period the Government and UNRRA will agree upon the procedure to be followed thereafter. Expenditure on such programs, however, shall, in default of agreement to the contrary, be in addition to, and not in substitution for, the budget charges which the Government normally establishes for similar activities.

(d) As an indication of its desire to participate in the co-operative endeavour represented by the relief and rehabilitation programs of UNRRA, the Government will, at the request of UNRRA and within limits to be agreed provide the Administration with funds for expenditure which it wishes to incur in Italy for warehousing, handling and transportation services in connection with relief and rehabilitation operations in other areas; further, the Government may at its discretion agree to provide UNRRA with funds for the procurement of supplies and services available in Italy for the relief and rehabilitation in other areas insofar as such procurement is not inconsistent with the economic requirements of Italy nor in conflict with the Government's engagements of an international character.

(e) The determination of the Director General referred to in Article IV above is subject to review, and the provisions of that Article are accordingly subject to revision by UNRRA.

ARTICLE VI: EXTENSION OF THE FIRST AGREEMENT

(a) Except insofar as modified by or in conflict with the present Agreement, the provisions of the First Agreement shall remain in force and shall be extended so as to apply to operations undertaken in accordance with the provisions of the present Agreement.

(b) In particular, and without prejudice to the generality of the foregoing, the relief and rehabilitation program provided for in Article II of the First Agreement will continue until such time as supplies and services costing up to an amount of fifty million dollars of foreign exchange shall have

been furnished; and the Government will add to the credit established pursuant to Section 2 (b) (i) of Annex III of the First Agreement the balance of the sum in lire provided for in Article V of the First Agreement. Further, in order to complete the financial provisions of Section 2 (b) (ii) of the said Annex III, the Government will, immediately after the signature of this Agreement, transfer to the UNRRA account the balance of the 15 per cent of five billion lire required for UNRRA's expenditure in accordance with the said Section 2 (b) (ii).

(c) In order that the greatest possible share of the proceeds of sale furnished by UNRRA in accordance with this Agreement should be available for relief and rehabilitation projects in Italy, and in order to avoid unnecessary accounting, the Government will provide for UNRRA without charge : (i) transportation by rail, road, sea, and, in appropriate cases by air, for UNRRA personnel engaged on official business; (ii) inland telegraph and telephone facilities, in addition to the postal facilities provided for in the First Agreement; and (iii) insurance against third party risks or the appropriate procedure and means for meeting claims against UNRRA, and against all UNRRA personnel in Italy arising in the course of their official business.

ARTICLE VII: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date on which either of the parties shall have given notice in writing of its intention to terminate it. Moreover, if at any time after six months UNRRA should give notice of its intention to revise the provisions of Article IV, the Government may, within 15 days after receiving such notice, in turn give notice to UNRRA in writing, which shall effect the termination of this Agreement 15 days after its receipt by UNRRA. Notwithstanding the termination of this Agreement, Articles 2, 3, 5 and 6, and the provisions so specified in Article XVIII of the First Agreement, shall remain in force to the extent necessary for an orderly liquidation until such liquidation is completed.

[Annex I consists of Resolution No. 73: Relating to a Program of Relief and Rehabilitation Assistance in Italy.]

Excerpts from Letters Explaining the Supplementary Agreement

10d. ALCIDE DE GASPERI, PRESIDENT OF THE COUNCIL OF MINISTERS, TO SPURGEON M. KEENY, CHIEF, ITALY MISSION, 16 JANUARY 1946

2) The Italian Government has noted the contents of Article III (c) according to which the supplies and services originating from UNRRA, must be sold at prices, in Italian lire, guaranteeing an equitable distribution and ensuring that all the categories of the population benefit by them.

The Italian Government believes that in order to achieve the aims of relief and rehabilitation, the distribution of UNRRA supplies and services

and its relating price policy, cannot but belong to the framework of the general economic policy. Such policy, as is known, is directed to increase the purchasing power of all the categories of the population, but in order to achieve this objective with a degree of stability, it is necessary to take into consideration the economic normalcy which is an essential condition to any productive rehabilitation.

An application of the Agreement which would bring about two separate sets of prices might break the necessary unity of the economic system, compromising the above mentioned normalcy and making it impossible to achieve the aims of UNRRA which the Italian Government considers as its own.

The need for respecting the economic unity is clearly implied in the Agreement itself, where in Article III (*d*) *iii*, it is stated that the prices of sale of UNRRA supplies must be coordinated with those of similar prices of goods internally produced, and the Government adds, those from any other sources.

3) Consequently the eventual adjustments which might be necessary for certain limited categories of supplies through the application of a system bringing about an equalization of the prices of supplies from the various sources, are not necessarily contrary to the aims of relief and rehabilitation and at the same time meet the above mentioned needs of a unification of the internal market. Indeed, any eventual augmentation applied to UNRRA supplies increases the special funds of the net proceeds which the Italian Government binds itself to devote to aims of relief and rehabilitation in collaboration with UNRRA.

4) The Government is aware of the importance that this fund has in the work of relief and rehabilitation and intends to engage all its policy in the realization of the aims of UNRRA. Inasmuch as the war has specially hit the transport system, private houses and public works, and has deprived a large part of the population of any possibility of working, the Italian Government binds itself to devote such fund to the reconstruction of the transport system, private houses, public works and to assistance to returned soldiers and the neediest categories of people.

5) The Government takes note with regret that contrary to what was foreseen at the moment of preparing the Government allocation plan, the expenditures for the continuation of the original program of assistance and the program for non-Italian displaced persons must be deducted from the single presumed sum of 375 million dollars allocated to Italy. The Government, therefore, must formally beg that the sum be, in so far as possible, increased in order not to affect the plan already prepared by the Italian Government and agreed to by the Economic Section of A.C. [Allied Commission]. . . .

102. SPURGEON M. KEENY TO ALCIDE DE GASPERI, 17 JANUARY 1946

I have to acknowledge receipt of your letter of yesterday's date relating to the draft supplementary Agreement between the Government of Italy and UNRRA. I have studied carefully your statement relating to the Government's economic policy in paragraphs 2 and 3. As you know, UNRRA is governed in such matters by the Resolutions of the UNRRA Council, in particular by Resolution 7 relating to relief distribution policies; and the Government has, in Article I of the First Agreement of March 8th, 1945, accepted the recommendations contained in the Resolutions of the Council. I am pleased to inform you that I am in agreement with the Government's statement of policy provided that it in no way conflicts with the UNRRA Resolutions.

I take note of the statement in paragraph 4 relating to the relief and rehabilitation projects to which the Government intends to devote the proceeds of sale of UNRRA supplies. Generally speaking I am in agreement with this statement of policy, though I understand that further discussions will take place on this question after the Agreement has been signed.

With reference to paragraph 5 of your letter, I shall transmit to the Director General the hope of the Government that further funds may be made available for Italy. Indeed, I have already made such a request myself.

10f. Agreement between the Italian Government and UNRRA on the Use of the Lire Fund, Supplementary to the Agreements of 8 March 1945 and 19 January 1946, Signed by Lodovico Montini, Chairman, Italian Government Delegation for Relations with UNRRA, and Spurgeon M. Keeny, Chief, Italy Mission, 12 November 1947

WHEREAS, The United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA) and the Government of Italy (hereinafter referred to as the Government) concluded an Agreement on 8 March, 1945 (hereinafter referred to as the First Agreement), and another Agreement on 19 January 1946 (hereinafter referred to as the Supplementary Agreement), for relief and rehabilitation assistance in Italy; and

WHEREAS, In accordance with Article V of the Supplementary Agreement, the Government undertook to pay into a special account (hereinafter referred to as the Lire Fund) the net proceeds of sale, lease or other transfer of relief and rehabilitation supplies and services furnished by UNRRA; and

WHEREAS, In accordance with said Article V of the Supplementary Agreement, the Government undertook to use the Lire Fund (after deducting the expenses incurred by UNRRA in Italian currency) for relief

and rehabilitation programs agreed upon between the Government and UNRRA during the operation of the UNRRA Italian Mission in Italy; and it was further provided that the Government and UNRRA would agree upon the procedure to be followed thereafter; and

WHEREAS, By Resolution No. 97 of the UNRRA Council it was recommended that "the functions and responsibilities of the Administration in regard to the utilization of local proceeds or equivalent sums for . . . relief and rehabilitation work . . . be transferred at the appropriate time to the United Nations or to such specialised body as may be designated by the United Nations"; and

WHEREAS, By a Resolution adopted on the 24 March 1947, the United Nations Economic and Social Council agreed to take over certain UNRRA functions relating to proceeds of sale; and

WHEREAS, The Government and UNRRA desire to define the relief and rehabilitation projects financed by the use of the Lire Fund, and the functions and responsibilities to be taken over by the Italian Government and by UNRRA's successor organization with respect to the utilization of the Lire Fund:

The *Government of Italy* and the *United Nations Relief and Rehabilitation Administration* HAVE AGREED as follows:

ARTICLE I: TRANSFER OF RESPONSIBILITY

As from the effective date of this Agreement, the authority and responsibility for the allocation of sums from the Lire Fund which, prior to the aforementioned date had been exercised jointly by the Government and UNRRA, will be exercised by the Government, subject to the provisions of this Agreement.

ARTICLE II: COLLECTION OF FUNDS

The Government will require prompt payment of all sums due to the Lire Fund from the consignees of UNRRA imported supplies and from any other source. In particular, the Government will complete as early as possible the ascertainment and determination of the actual transportation, warehousing and distribution expenditures, and fiscal charges, which in accordance with Article V (a) of the Supplementary Agreement, can be properly withheld by the consignees of UNRRA imported supplies, and will ensure that the total of the net proceeds are paid into the Lire Fund.

ARTICLE III: USE OF LIRE FUND

The Contracting Parties accept the principle that the Lire Fund should be used as promptly as possible and that priority should be given to meeting the most immediate needs of the Italian population arising from the consequences of the war.

ARTICLE IV: ALLOCATION OF SUMS

1. The Lire Fund will be used by the Government within five years after 1 January 1947, for the categories of relief and rehabilitation programs listed in Annex I, and at the annual rate of expenditure therein indicated.

2. Individual projects of relief and rehabilitation agreed upon between the Government and UNRRA at the effective date of this Agreement are listed in Annex II.

3. Within a given year the sums allocated to approved projects will be payable by the Government Agency referred to in Article X below on demand, at the rate which is required to meet the operational needs of such projects.

4. All amounts which, at the end of a given year, are not paid to an approved project at the rate agreed for that year, will be carried over to the next year for the same project, provided that the project has not been already completed.

ARTICLE V: THE RESERVE

1. Any and all amounts collected in the Lire Fund over and above the total of fifty-five billion lire indicated in Annex I will constitute the Reserve.

2. The Reserve will be used by the Government with the following order of priority:

(a) For the payment of any outstanding liability of UNRRA, including third party claims arising from contracts, torts, or any other cause.

(b) For the payment of expenses incurred in Italian currency within Italy and which in accordance with the Agreements between the Government and the individual international organizations successor to UNRRA are to be borne by the Government. Such organizations will include but are not limited to the International Refugee Organization, the World Health Organization, the Food and Agriculture Organization and the International Children's Emergency Fund. The amounts to be allocated from the Lire Fund for this purpose will be agreed upon between the Government and the International Organizations concerned.

(c) For the purpose of meeting possible increased costs that may be incurred in connection with projects previously agreed with UNRRA.

(d) For the execution of projects not previously agreed with UNRRA but within the categories indicated in Annex I, subject to the provisions of Article VII below.

(e) For the execution of projects not previously agreed with UNRRA, and outside of the categories indicated in Annex I, provided that such projects are within the scope of relief and rehabilitation, and subject to the provisions of Articles VII and VIII below.

3. Any sums appropriated from the Reserve for the purposes listed in subpara (2) above, will be additional to the annual expenditures indicated

in Annex I, and will be payable, as required, by the Government Agency referred to in Article X below.

ARTICLE VI: PROVISION FOR UNEXPENDED BALANCE

The Contracting Parties accept the principle that the total amount of the Lire Fund will be spent within five years after 1 January 1947. If, however, at the end of the above period, there remain any unexpended credits or sums in the Lire Fund on account of recoverable loans or any other reason, such amounts will be considered as part of the Reserve and will be used in accordance with the provisions of Article V above.

ARTICLE VII: RELATIONSHIP WITH UNRRA EUROPEAN REGIONAL OFFICE

1. After the effective date of this Agreement, the Government will submit to the UNRRA European Regional Office quarterly reports on the utilization of the Lire Fund. Such reports will be rendered on form EF 2 (Annex III) or such other form as may be subsequently directed.

2. Furthermore, the Government will submit to the UNRRA European Regional Office any proposal to allocate sums from the Lire Fund for projects not previously agreed upon between the Government and UNRRA. The UNRRA European Regional Office will convey to the Government its comments within thirty days from the date of delivery; if no comments are received within such term, the proposals will become effective.

ARTICLE VIII: RELATIONSHIPS WITH THE UNITED NATIONS

1. Effective from the date to be notified by UNRRA, the Government will submit to the Secretary General of the United Nations or to such Organization as he may nominate the quarterly reports indicated in Article VII (1) above.

2. Furthermore, effective from the same date, the Government will advise the Secretary General of the United Nations or to such Organization as he may nominate of any changes in the allocation of the Lire Fund which involve the establishment of categories or projects not previously agreed upon between the Government and UNRRA. The Government will notify the proposal to make any change in sufficient time to enable the Secretary General or other Organization nominated by him to express its opinion on such proposal if so desired. If no comments are received within thirty days from the date of delivery, the proposals will become effective.

ARTICLE IX: LIMITS OF NEW PROJECTS OR CATEGORIES

Any new project or category which may be established to Article VII (2) and VIII (2) above, shall fall within the scope of relief and rehabilitation and shall not depart from the principles embodied in the Agreements between the Government and UNRRA.

ARTICLE X: IMPLEMENTATION OF TERMS OF AGREEMENT

The Government will take any measures and make such provisions as may be necessary for the execution of the provisions of this Agreement. The Administration for International Aid established under the Legislative Decree of 19 September, 1947, No. 1006, is the Government Agency directly responsible for the implementation of the terms of this Agreement.

ARTICLE XI: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the exhaustion of all resources of the Lire Fund in the form of cash, credits or any other assets. Both English and Italian texts shall be authoritative.

ANNEX I: RATE OF EXPENDITURE FOR THE UNRRA LIRE FUND

	1947	1948	1949	1950	1951	Total
			(millions of lire)			
Health	2,500	3,500	2,000	1,500	1,500	11,000
Welfare	4,000	6,000	4,000	1,000	—	15,000
Housing	4,000	4,000	4,000	1,000	1,000	14,000
Agriculture	1,000	1,000	1,000	1,000	1,000	5,000
Enti Comunali di Consumo	1,000	1,000	1,000	1,000	1,000	5,000
UNRRA/Tessile (Special Reserve)	—	2,000	2,000	—	—	4,000
UNRRA Successor Agencies	1,000	—	—	—	—	1,000
	<u>13,500</u>	<u>17,500</u>	<u>14,000</u>	<u>5,500</u>	<u>4,500</u>	<u>55,000</u>
UNRRA/Tessile (Loans)	7,000	7,000				
	<u>20,500</u>	<u>24,500</u>				

ANNEX II: LIST OF LIRE FUND PROJECTS AGREED BETWEEN THE ITALIAN GOVERNMENT AND UNRRA WITHIN THE FIFTY-FIVE BILLION LIRE PLAN ESTABLISHED IN ANNEX I

Health

Anti-Malaria Campaign in Italy (Lire Fund Appropriation No. 16— dated 8/1/47)	Lit. 1,179,075,000.—
Anti-Tuberculosis Campaign (L.F.A. No. 23—27/3/47)	2,560,349,230.—
Anti-Trachoma Campaign (L.F.A. No. 24—27/3/47)	1,994,124,490.—
Port Sanitation (L.F.A. No. 25—27/3/47)	250,632,311.—
Anti-Malaria Campaign in Sardinia (L.F.A. No. 29—7/3/47)	1,294,337,925.—
Orthogenetic Institute (L.F.A. No. 43—30/5/47)	340,634,000.—
Mass Radiography Centres (L.F.A. No. 44—30/5/47)	149,724,940.—
Transport of Medical Supplies (L.F.A. No. 51—25/8/47)	100,000,000.—
Penicillin Plant (L.F.A. No. 65—11/11/47)	300,000,000.—
Post-Sanatorial Colonies	

Agreements: Receiving Countries

(L.F.A. No. 67—11/11/47)		535,937,135.—	
O.N.M.I.			
(L.F.A. No. 68—11/11/47)		1,500,000,000.—	
Italian Red Cross			
(L.F.A. No. 69—11/11/47)		735,184,949.—	
Anti-Tuberculosis Campaign Fellowships			
(L.F.A. No. 66—11/11/47)		60,000,000.—	
			11,000,000,000.—
<i>UNRRA Welfare Program.</i>			
(L.F.A. No. 62—11/11/47)	Lit.	15,000,000,000.—	15,000,000,000.—
<i>Housing Program</i>			
(L.F.A. No. 63—11/11/47)		14,000,000,000.—	14,000,000,000.—
<i>Agriculture</i>			
(L.F.A. No. 56—24/9/47)		5,000,000,000.—	5,000,000,000.—
<i>Enti-Comunali di Consumo</i>			
(Authorization dated 7/10/47)		5,000,000,000.—	5,000,000,000.—
<i>UNRRA-Tessile Special Reserve</i>			
(L.F.A. No. 64—11/11/47)		4,000,000,000.—	4,000,000,000.—
<i>UNRRA Successor Agencies</i>			
(L.F.A. No. 59—23/10/47)		1,000,000,000.—	1,000,000,000.—
Total Five-year Plan for the Lire Fund			Lit. 55,000,000,000.—

KOREA

See Appendix Six, Section II, Documents 2, 3

PHILIPPINE COMMONWEALTH

[Although other emergency grants were made by UNRRA to the Philippine Commonwealth, these were the only formal statements of the terms under which the programs were to be carried out.]

Exchange of Letters

11a. FIORELLO H. LAGUARDIA TO BRIGADIER GENERAL CARLOS P. ROMULO, RESIDENT COMMISSIONER OF THE PHILIPPINES TO THE UNITED STATES, 11 JUNE 1946

In a letter of March 28, 1946, to you, the Director General has confirmed his plan to make available to the Philippine Commonwealth an additional \$3,000,000 emergency program. This program was approved by the Director General pursuant to powers granted him by the Resolution of the Central Committee adopted February 26, 1945. The program will be confined accordingly to the emergency purposes provided for in the Central Committee's Resolution. Furthermore, the Director General has in his announcement of the program specified that this \$3,000,000 fund

is to be expended in the purchase of food and other essential supplies needed to relieve distress and starvation among the indigents in the Philippine Islands.

In order that this program shall be carried out in a manner consistent with these terms and also consistent with basic UNRRA policies, particularly those contained in Council Resolutions 2 and 7, I am asking that you signify on behalf of the Philippine Commonwealth your agreement with the conditions contained herein.

(1) All food and other essential supplies delivered to the Philippine Relief and Rehabilitation Administration against this program shall be dispensed by it free of charge to, or for the care of, indigent persons.

(2) In the event that any of the food or other supplies delivered against this program are not appropriate for distribution free of charge and, with the consent of the UNRRA Administration, are sold by the Philippine Relief and Rehabilitation Administration, the entire proceeds from such sales, or an equivalent sum, shall be devoted to the prompt purchase of other similar relief supplies which shall thereupon be dispensed free of charge to, or for the care of, indigent persons.

(3) The Philippine Commonwealth shall continue to provide to UNRRA on a non-reimbursable basis sufficient local currency to cover all local currency expenditures of UNRRA necessary to deliver food and supplies against this program and to observe their distribution in the Philippines, as well as to meet other local currency expenditures of UNRRA Missions in the Philippine Islands.

(4) The food and other supplies delivered against this program shall be distributed by the Philippine Relief and Rehabilitation Administration without discrimination on account of race, religion or political belief and in a manner consistent with Council Resolutions 2 and 7.

(5) It is understood that the Philippine Commonwealth shall meet all shipping expenses incurred in this program and that, as a consequence thereof, the entire \$3,000,000 shall be devoted by UNRRA to the purchase of food and other supplies against this program. The Philippine Commonwealth may charge these shipping expenses to the proceeds from sales of UNRRA supplies delivered against the earlier emergency programs.

11*b*. BRIGADIER GENERAL CARLOS P. ROMULO TO FIORELLO H. LAGUARDIA, 12 JUNE 1946

Receipt is acknowledged of your letter of June 11, 1946 advising of the terms and conditions under which the third emergency program of \$3,000,000 will be carried out.

On behalf of the Commonwealth of the Philippines, I accept these terms and conditions as outlined in your letter.

12a. POLAND

Signed by Stefan Jedrychowski, Minister of Navigation and Foreign Trade, and Michail A. Menshikov, Head, Temporary Delegation to Poland, 14 September 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration), whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services; and

WHEREAS, The Government of Poland (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9 November 1943, and has expressed its agreement with the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, Poland has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in Poland; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of Poland in accordance with the Agreement of 9 November 1943 and the Resolutions; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The *Government of Poland* represented by Dr. Stefan Jedrychowski, the Minister of Navigation and Foreign Trade, and *The United Nations Relief and Rehabilitation Administration* represented by Mr. Michail Menshikov, Deputy Director General, Head of the Temporary UNRRA Delegation to Poland, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish liberated Poland with relief and rehabilitation supplies and services, and the Government will cooperate

with the Administration for this purpose. Such supplies and services will be furnished within the limits of the Administration's resources and available supplies and transport and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Poland is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of longterm equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such supplies during the life of this Agreement.

(b) The Government will present schedules of supplies it desires monthly, for periods of at least six months in advance of the time the supplies are desired. These schedules will provide insofar as possible quantities, specifications, and points for the delivery of the supplies. In recognition of many uncertainties including the uncertainty of the volume of shipping the Administration can obtain, the Government will also present priorities covering a period of at least three months with respect to supplies it desires, to guide the Administration in case the full amounts requested by the Government cannot be supplied. In case certain supplies could not for any reason have been scheduled for a period of six months in advance, the Government stipulates the right to request the Administration to forward these supplies in an earlier term. In turn the Administration will try its best to procure such earlier supplies. The Administration will also state its program of supplies to be delivered in response to the Government's request, giving notice as far in advance as practicable, and if possible at least three months ahead of the probable arrival of the supplies in ports of entry for Poland. The Administration will be glad, through its authorized representatives, to discuss its plans for supplies and communicate any changes therein at any time and to obtain from the Government its proposals for changes in the plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 through 13. Wherever necessary the Government will take measures to insure that such policies are followed throughout the country.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Poland of relief and rehabilitation supplies furnished by the Ad-

ministration, will take appropriate measures to assure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for Poland, will be consigned to the Administration mission in the country. The supplies will be transferred and legal title in the property will be passed to the Government or its designee, against appropriate receipts, as soon as they reach such designated ports of entry, or frontier points of Poland or such other ports designated by the Government of Poland, as may be agreed upon from time to time by the Administration and the Polish Government. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943 and the Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for, and operations respecting, the distribution of supplies, including the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price controls by commodity, by region, and by classes of consumers for each of the commodities supplied by the Administration; (v) the facilities and methods for handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will keep the Administration fully informed regarding the distribution of supplies within Poland. The system of distribution of these supplies in Poland will be based upon the Council Resolutions and the Government will afford representatives of the Administration opportunity to observe at all necessary stages the distribution of supplies furnished by the Administration and to discuss such distribution with the appropriate Governmental authorities.

(e) The Government will afford the Administration opportunity for, and will cooperate with the Administration in, making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will, as requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Poland in the execution of relief and rehabilitation programs undertaken pursuant to Articles I, II, and III of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications, transportation, and public services within the country.

(b) The Government will provide the Administration quarterly with a record of the net proceeds derived by the Government in the preceding quarter from the sale, lease or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. The term "net proceeds" as herein used shall mean the gross proceeds less any expenditure incurred in the unloading, transport and distribution within the territory of Poland of the above-mentioned supplies and services. In lieu of a record of actual net proceeds, a lump sum approximation of proceeds may be mutually agreed upon by the Government and the Administration.

(c) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, funds equivalent in amount to the sums recorded as net proceeds under paragraph (b) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (a) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation and the rehabilitation of public utilities; (ii) activities undertaken by or under the direction of the Government with respect to health and welfare services; (iii) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II of this Agreement; (iv) warehousing, handling, and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas; (v) procurement of supplies and services available in Poland for relief and rehabilitation in other areas, insofar as such procurement is consistent with the economic requirements of Poland.

The Government will have discretion to determine what sums will be made available to the Administration pursuant to this paragraph (c).

(d) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (c) above. In addition, the Government will furnish the Administration with periodic reports on the expenditures made and receive the Administration's views regarding such expenditures. In those cases where funds are made available to the Administration for its activities pursuant to

paragraph (c) above, they shall be utilized in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(e) At the end of the first six months of the Administration's operations in Poland under this Agreement, the parties hereto will review the provisions of this Article in the light of the needs and circumstances at the time.

ARTICLE V: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a mission in Poland which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions. The mission will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting, and financial activities within Poland pursuant to this Agreement.

(b) The Chief of the Administration mission, his deputies and major assistants will be appointed in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the Chief of the Administration mission.

(c) The Government will facilitate the admission and movement of Administration personnel in Poland pursuant to this Agreement.

(d) The Administration will assure the good conduct, integrity, and moral character of its personnel and will discharge or recall such of its personnel who violate these standards.

(e) In pursuance of paragraph (a) above, the Administration shall be free to employ Polish subjects and permanent residents of Poland to the extent necessary to discharge its responsibilities. The Government will furnish all practical assistance to enable the Administration to locate and employ suitable subjects and residents of Poland for its operations under this Agreement. Permanent residents in Poland or Polish subjects will be employed by the Administration only provided the Government's confirmation is obtained.

ARTICLE VI: FACILITIES, PRIVILEGES, AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Administration, and to provide the Administration and its personnel with the facilities, privileges, immunities, and exemptions accorded by Poland to the Member Governments of the Administration and to the representatives, officials, and employees of similar rank of such

Member Governments. These privileges, immunities, and exemptions will not concern Polish subjects or permanent residents of Poland employed by the Administration.

(b) The Administration shall have the right, free from export controls or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by the Administration and located in or in transit through Poland.

(c) The Government will furnish or arrange to have furnished to the Administration services and facilities pursuant to arrangements made by mutual agreement between the Government and the Administration.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income and its operations and transactions of whatsoever nature shall be immune from all taxes, fees, tolls, or duties imposed by the Government or any political subdivision thereof or by any other public authority in Poland. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority. The provisions of this Agreement shall not preclude the Government from collecting indirect taxes on the sale of supplies in accordance with current legislation.

(b) No tax, fee, toll or duty shall be levied by the Government or any political subdivision thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Administration to its officers, employees or other Administration personnel who are not subjects of Poland or permanent residents thereof.

(e) The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16 to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports, and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement,

(a) The relations between the parties shall continue to be governed by the Agreement of 9 November 1943 and the Resolutions of the Council; and

(b) Articles IV, V, VI, VII, and VIII shall remain in force for the purpose of an orderly liquidation until all Administration activities in Poland are completed.

*Letters Defining Status of Voluntary Agency Personnel
Associated with UNRRA*

12b. STEFAN JEDRYCHOWSKI, MINISTER OF NAVIGATION AND FOREIGN TRADE,
TO BRIGADIER CHARLES MILLS DRURY, CHIEF, UNRRA MISSION TO POLAND,
16 FEBRUARY 1946

This is reply to your letter PM/G/187 of 21st January 1946, regarding the position of the personnel of such voluntary agencies as might possibly be associated with the UNRRA in its relief work in Poland.

The Agreement between the Administration and the Government of Poland does not contain any clause regarding this matter. The personnel of the voluntary agencies above-mentioned would, therefore, be entitled to enjoy privileges and immunities under the Agreement only in case of their assimilation to the status of the UNRRA workers.

In that case, the provision of Article V(d) would be strictly relevant ("The Administration will assure the good conduct, integrity, and moral character of its personnel, and will discharge or recall such of its personnel who violate these standards").

Regarding the leaders and major assistants of the voluntary agencies, the provision of Article V(b) would also find application, that is to say, the leading members of the staff of these agencies would have to be appointed in agreement with the Polish Government.

I should, therefore, feel much obliged to you if you could let me know in advance, if possible, what organisations are likely to offer their cooperation as voluntary agencies, and also the names of their leading members.

12c. BRIGADIER CHARLES MILLS DRURY TO STEFAN JEDRYCHOWSKI, 21 FEBRUARY 1946

I thank you for your letter of the 16th of February, in which you advise that the Polish Government is prepared to grant to personnel of Foreign Voluntary Agencies sponsored by the Administration the assimilated status of corresponding UNRRA employees subject to the conditions that

(a) UNRRA will assure the good conduct, integrity and moral character of the personnel of Foreign Voluntary Agencies sponsored by it, or undertake to obtain the recall of such personnel as violate these standards.

(b) The chief representatives in Poland of Foreign Voluntary Agencies sponsored by UNRRA, their deputies and major assistants will be appointed in agreement with the Polish Government.

I am forwarding this advice to London, and will communicate with you as soon as I receive a reply.

13a. SAN MARINO

Signed by Gino Giacomini, Secretary of State for Foreign Affairs, and Spurgeon M. Keeny, Chief, Italy Mission, 14 July 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of November 9, 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA); and

WHEREAS, Pursuant to Resolutions of the Council of UNRRA, UNRRA is prepared to undertake certain relief and rehabilitation programs in San Marino similar to those authorized for Italy pursuant to Resolutions 58 and 57 (the texts of which are attached as Annex I and Annex II respectively); and

WHEREAS, By Resolution 60 of the Council (the text of which is attached as Annex III), UNRRA was authorized to carry out operations in San Marino for the care and repatriation or return of certain persons of other than United Nations nationality; and

WHEREAS, In accordance with Resolution 47 of the Council (the text of which is attached as Annex IV), the Republic of San Marino (hereinafter referred to as the Republic) has requested UNRRA to remove and return or assist in the removal and return of Italian refugees and others found in its territory; and

WHEREAS, Pending the advice of the Sub-Committee of the Council under Resolution 23, the Director General of UNRRA has provisionally determined that the Republic is not at this time in a position to pay with

suitable means of foreign exchange for the programs and operations referred to; and

WHEREAS, The Republic has offered to cooperate in the programs and operations referred to and to contribute in other ways to the humanitarian work of UNRRA; and

WHEREAS, The Republic and UNRRA desire to define their mutual responsibilities with respect to relief and rehabilitation in San Marino and to establish the general lines of their cooperation;

The *Republic of San Marino*, represented by Prof. Gino Giacomini, Secretary of State for Foreign Affairs, and the *United Nations Relief and Rehabilitation Administration*, represented by Spurgeon M. Keeny, Chief of the UNRRA Mission in Italy, HAVE AGREED as follows:

ARTICLE I: MUTUAL RECOGNITION

(a) The Republic recognizes the establishment of UNRRA by the Agreement of November 9, 1943, and the possession by UNRRA of the status and powers conferred upon it by that Agreement and accepts the broad principles of that Agreement and the recommendations contained in the Resolutions of the Council.

(b) UNRRA recognizes that, by the assumption of certain definite obligations under this Agreement, the Republic enters into a program of cooperation with UNRRA.

ARTICLE II: ASSISTANCE TO SAN MARINO

(a) Subject to the conditions and limitations provided in this Agreement, UNRRA will cooperate with the Republic in relief and rehabilitation programs, similar to those authorized in Italy by Resolution 58, for assistance to San Marino falling within the following categories and will furnish for such programs supplies and services as may be found necessary, at a cost not to exceed 30 thousand dollars of foreign exchange: (i) care of, and welfare services for, children and nursing and expectant mothers; (ii) assistance in the care and return to their homes of "displaced persons" of San Marino nationality; (iii) provision of medical and sanitary aid and supplies.

(b) Such supplies and services will be furnished by UNRRA subject to the limitations imposed by military operations and necessities and by UNRRA's resources. They will be furnished by UNRRA only to the extent that need therefor is established and that mutually satisfactory working arrangements between the Republic and UNRRA are concluded.

ARTICLE III: OPERATIONS IN CONNECTION WITH CERTAIN CLASSES OF DISPLACED PERSONS AND FOR EPIDEMIC CONTROL

UNRRA will undertake operations in San Marino for the care and repatriation or return to their homes of displaced persons as contemplated by Resolution 10 and of persons of other than United Nations nationality

or stateless persons, found in San Marino, 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 and, under Resolution 47, will also assist in the repatriation of Italian nationals and others referred to in that Resolution. UNRRA will assist the Republic in operations in San Marino, similar to those authorized in Italy by Resolution 57, for the control of epidemics.

ARTICLE IV: WAIVER OF PAYMENT

In accordance with a provisional determination of the Director General made pursuant to Section 17 of Resolution 14, and subject to the advice of the Sub-Committee of the Council under Resolution 23, all relief and rehabilitation supplies and services furnished by UNRRA in San Marino shall be provided without charge to the Republic.

ARTICLE V: FINANCIAL CONTRIBUTION OF REPUBLIC

(a) As a contribution to the relief and rehabilitation programs of UNRRA, the Government, on its part, accepts the general principle that it should bear the expenses of UNRRA and the other expenses of the programs of assistance and operations contemplated by this Agreement which are incurred in local currency within San Marino; but, in the absence of further agreement of the Republic, this liability is limited to a sum in local currency corresponding to the cost in foreign exchange incurred by UNRRA for the services and supplies which it furnishes to San Marino. The liability thus assumed will be met by making funds available for payment of the following expenses: (i) expenses incurred in San Marino in local currency in the execution of relief and rehabilitation programs contemplated by this Agreement; (ii) expenses of additional relief and rehabilitation programs in San Marino of similar character to those referred to in this Agreement.

(b) It is understood that the funds provided in accordance with this Article are to be in addition to, and not in substitution for, the budget charges which the Republic establishes for similar activities.

(c) The technical arrangements for effectuating the provisions of this Article are contained in Annex V.

ARTICLE VI: PRINCIPLES OF DISTRIBUTION AND ADMINISTRATION

The supplies and services provided by UNRRA will be distributed and administered in conformity with the policies of the Council. For example, there must be no discrimination among possible beneficiaries because of race, creed, or political belief, and such supplies and services must not be used as a political weapon. Reference is made particularly to Resolutions 2, 7 to 10, and 58.

ARTICLE VII: MUTUAL RESPONSIBILITIES

The Republic will have the responsibility for the distribution of supplies and administration of services furnished in accordance with this Agreement. Such distribution shall be in accordance with plans which are agreed upon between the Republic and UNRRA. In order to recover part of its expenditures under this Agreement, the Republic may distribute some of such supplies through sales, but only so long as this procedure is consistent with the policies of the Council, particularly with the following policy as stated in Resolution 7, Section 3: "Distribution should be so conducted that all classes of the population, irrespective of their purchasing power, shall receive their equitable shares of essential commodities." Proceeds of any sales will be the property of the Republic.

ARTICLE VIII: UNRRA MISSION AND PERSONNEL

The UNRRA Italian Mission will represent UNRRA in order to assure the good functioning of the relief and rehabilitation programs contemplated by this Agreement. For the sake of the necessary cooperation between the Republic and UNRRA, the Republic will admit the personnel of the Mission to its territory and authorize the Mission, in the latter's discretion, to establish a local office and staff.

ARTICLE IX: WORKING ARRANGEMENTS

The Chief of the UNRRA Italian Mission and the Consul-General of the Republic at Rome are hereby authorized by UNRRA and the Republic to conclude, on their behalf and after such consultation as may be practical and desirable, all supplementary agreements necessary to the execution of the purposes of this Agreement; and they are designated as responsible on behalf of the two parties for the fulfillment of the respective obligations of the parties under this Agreement.

ARTICLE X: DELIVERY OF SUPPLIES

The supplies to be furnished to San Marino by UNRRA in conformity with Article II or Article III will be consigned to the UNRRA Italian Mission. The transfer of such supplies to the Republic or its designees, against appropriate receipts, will be at such points as may be agreed upon from time to time by the Republic and UNRRA.

ARTICLE XI: FURNISHING OF LOCAL PROPERTY

As additional evidence of its cooperation with UNRRA, the Republic will secure for UNRRA by requisitioning, if necessary, any real or personal property which is located in San Marino and which UNRRA and the Republic, in accordance with the procedure provided by Article IX, agree to be necessary for the execution of relief and rehabilitation programs pursuant to this Agreement.

ARTICLE XII: PUBLICITY

The Republic will afford UNRRA opportunity for, and will cooperate with UNRRA in, making public information regarding deliveries and distribution of supplies furnished by UNRRA and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by UNRRA.

ARTICLE XIII: REPORTS AND RECORDS

The Republic will maintain adequate statistical and other records on relief and rehabilitation operations and will consult with UNRRA, at its request, with respect to the maintenance of such records. It will furnish UNRRA with such reports, records, and information as UNRRA shall request pertaining to relief and rehabilitation and necessary to the discharge of UNRRA's responsibilities.

ARTICLE XIV: IMMUNITIES, FACILITIES, PRIVILEGES AND EXEMPTIONS

(a) UNRRA and its personnel of other than San Marino nationality, in the performance of their official functions, will be accorded the immunities, facilities, privileges, and exemptions recommended by the Resolutions of the Council.

(b) UNRRA, its assets, property, income, operations and transactions and the salaries or remunerations for personal services paid by UNRRA to its personnel of other than San Marino nationality and non-resident in San Marino, shall be immune from all taxes and duties of any kind imposed by the Republic or any other public authority in San Marino.

ARTICLE XV: OPERATIONAL EXEMPTIONS AND FACILITIES

The operations of the programs contemplated by this Agreement will benefit by the following exemptions and facilities: (i) exemption from every tax or duty; (ii) postal franchise; (iii) free transportation of supplies and other material over transportation facilities operated by the Republic.

ARTICLE XVI: RE-EXPORT OF UNRRA SUPPLIES

UNRRA shall have the right, free from export controls or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by UNRRA and located in, or in transit through, San Marino; but such shipments shall be subject to reasonable inspection by the Republic to determine that they come within the provisions of this Article.

ARTICLE XVII: COMMENCEMENT OF OPERATIONS

The operations contemplated by this Agreement shall commence at a date to be agreed between the Republic and UNRRA as early as possible.

ARTICLE XVIII: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties shall have given notice in writing of its intention to terminate it. Notwithstanding such termination of this Agreement, Articles I, III, V through VIII, XI, XII, and XIV through XVI of this Agreement and the provisions of Annex V, shall remain in force to the extent necessary for an orderly liquidation until such liquidation is completed.

The five Annexes attached hereto are a part of this Agreement.
[Annexes I-IV consist of Resolutions 58, 57, 70, 47 respectively.]

13b. ANNEX V. SUPPLEMENTARY PROVISIONS

Section 1: Implementing Legislation. The Republic undertakes to promulgate such legislation as may be necessary to effectuate the provisions of this Agreement and, in particular, to confirm for the territory of San Marino, the possession by UNRRA of the status and powers conferred upon it by the Agreement of November 9, 1943.

Section 2: Financial Provisions. (a) In order to carry out the obligations undertaken by the Republic pursuant to Article V of this Agreement, the following provisions are agreed upon: (i) On or before the first day of August 1945 and on or before the first day of each calendar quarter thereafter, UNRRA shall report to the Republic the estimated amount of the cost, incurred in foreign currency (and not previously reported), of all supplies and services expected to be furnished by UNRRA for relief and rehabilitation programs under this Agreement, up to the end of the quarter in which such date falls. As actual costs are ascertained, UNRRA shall make adjustments to reflect them in the first subsequent quarterly report. On or before the tenth day following the date on which the report is due, the Republic shall establish credit in an amount in lire equivalent at the then official rate of exchange to the cost so reported. This credit shall be available for disbursement at any time during the life of the Agreement in accordance with its terms. For the purposes of this paragraph the terms "calendar quarter" and "quarter" refer to a three-month period commencing January 1, April 1, July 1, October 1. (ii) Upon request, the Republic shall, from time to time, transfer to the account of UNRRA such amounts out of the credit so established as UNRRA may deem necessary (1) for payment of any administrative or operating expenses incurred by UNRRA in local currency within San Marino in the execution of the programs undertaken pursuant to this Agreement (2) for the maintenance of an adequate working balance for such purposes. (iii) In addition to the utilization of the local currency credit for the purposes set forth in paragraph (ii) above, the Chief of the UNRRA Italian Mission, in agreement with the Consul General of the Republic at Rome, may authorize the use of the balance of such credit by UNRRA or the

Republic for other purposes in accordance with programs jointly formulated and agreed to by the Republic and UNRRA such as for example, the payment of the Republic's expenses in the execution of relief and rehabilitation programs undertaken pursuant to this Agreement.

(b) UNRRA shall have the right to use its local currency holdings free from restrictions on circulation in San Marino and shall have the right to exchange freely such currency into any other type of local currency used in San Marino.

(c) The determination of the Director General, referred to in Article IV of this Agreement, is subject to review, and the provisions of Article IV are accordingly subject to revision by UNRRA, but no such revision shall be effective before the end of six months after the date of this Agreement.

Section 3: Personnel. (a) The Republic will facilitate the admission and movement of UNRRA personnel in San Marino pursuant to this Agreement and will furnish all practicable assistance to enable UNRRA to locate and employ qualified residents of San Marino for its operations under this Agreement.

(b) UNRRA will assure the good conduct, integrity and moral character of its personnel, and it will discharge or recall any of its personnel who violate these standards.

(c) As used in this Agreement, the term "UNRRA personnel" includes, in addition to employees of UNRRA, employees of non-indigenous voluntary relief societies working under the authority of UNRRA in operations for which UNRRA has direct responsibility.

Section 4: Furnishing of Local Property. Property referred to in Article XI shall be furnished to UNRRA without charge on a lease or loan basis, or, if the property is expendable, title to it shall be transferred to UNRRA without charge. The Republic shall assume the defence against, and liability under, all claims asserted on account of the use or transfer of the property or its damage, deterioration, destruction, consumption or loss. UNRRA will use reasonable efforts to protect, and to prevent damage or destruction to, or loss of, such of the property as is non-expendable, but assumes financial liability to the Republic therefor only to the extent that such liability may be based upon the wilful or negligent acts of its agents. UNRRA will return to the Republic all such property (expendable or non-expendable) remaining on hand when no longer needed for its programs. The reasonable cost of performance of its obligations under this Section shall be credited to the Republic against its obligation to bear UNRRA's local currency expenses under Article V.

Section 5: Taxation. If in the case of any particular tax or duty it is determined by UNRRA that it is more practical for UNRRA in the first instance to pay the tax or duty than to assert the immunity granted by Articles XIV and XV, the Republic will promptly reimburse to UNRRA the amount of such payment. This obligation is an addition to any obliga-

tion under Article V. This provision will, as a matter of policy, be used by UNRRA only where assertion of tax immunity is impossible or difficult. It will be regarded by UNRRA, in other words, as a last resort.

14a. UKRAINIAN SOVIET SOCIALIST REPUBLIC

Signed by Anatoli M. Baranovsky, Member of the UNRRA Council for the Ukrainian SSR, and Herbert H. Lehman, 18 December 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration) whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services; and

WHEREAS, The Government of the Ukrainian Soviet Socialist Republic (hereinafter referred to as the Government) has expressed its accord with the aforementioned Agreement of 9 November 1943, and with the Resolutions on Policy of the Council of the Administration, hereinafter referred to as the Resolutions; and

WHEREAS, The Ukrainian S.S.R. has been subject to devastation and its people have suffered as the result of hostilities and occupation by the enemy, and the people of the Ukrainian S.S.R. actively resisted in the struggle against the enemy and contributed a great share in defeating the common enemy of the United Nations; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war and enemy occupation in the Ukrainian S.S.R.; and

WHEREAS, The Administration in accordance with the Agreement of 9 November 1943 and the Resolutions as well as in accordance with its desire to bring relief to victims of the war and enemy occupation within the territory of the Ukrainian S.S.R.; and

WHEREAS, In accordance with Resolution 14 of the Council and the Administration, the Director General has determined that due to the extensive loss and damage to the economy of the Ukrainian S.S.R. during this war and occupation by the enemy, the Government of the Ukrainian S.S.R. is not at this time in a position to pay with suitable means of foreign exchange for relief and rehabilitation which the Administration will furnish the Ukrainian S.S.R.; and

WHEREAS, It is desired that the mutual responsibilities of the Govern-

ment and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding:

The *Government of the Ukrainian Soviet Socialist Republic*, represented by Anatoli M. Baranovsky, Member of the Council of UNRRA for the Ukrainian Soviet Socialist Republic, and the *United Nations Relief and Rehabilitation Administration*, represented by Herbert H. Lehman, Director General, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish the Ukrainian S.S.R. with relief and rehabilitation supplies and services, and the Government will cooperate with the Administration for this purpose. The Administration will strive within the limits of its resources to procure before July 1, 1946 relief and rehabilitation supplies to meet the request of the Ukrainian S.S.R. for assistance in the amount of \$189,000,000 and, subject to available transport, to furnish such supplies as soon as available to the Ukrainian S.S.R. in accordance with Council policies. Supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that the Ukrainian S.S.R. is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment for the supplies and services furnished by it under this Agreement.

(b) The Government will advise in advance the Administration concerning all changes or alterations which it desires, in the request submitted to the Administration. In turn, the Administration will state its program and schedule of supplies to be delivered in response to the Government's request. The Administration will do its best to arrange that such statement shall be given not less than three (3) months prior to the expected arrival of the cargo at the port of destination. The Administration will be willing to discuss with the Government its plans for supply, to notify the Government of any alterations proposed to be made in such plans and to obtain from the Government its proposals for changes in said plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above, will be administered in accordance with the plans agreed upon by the Administration and the Government and in conformity with the policies of the Council, in particular those stated in Resolutions 2 and 7 through 13.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government having responsibility for the distribution within the Ukrainian S.S.R. of the relief and rehabilitation supplies furnished by the Administration, will make such distribution itself through its channels. The supplies furnished by the Administration will be distributed for relief of the people of liberated territories; in particular, such supplies will be distributed among the persons who are victims of Fascist atrocities, orphans, widows of persons lost in the struggle against the enemy, and other categories of the population who need relief as a result of the war. The Government in the distribution of the supplies for relief and rehabilitation, will follow the policy of the Administration stated in Resolutions 2, 7, 11, 12 and 13.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for the Ukrainian S.S.R., will be consigned to the Administration mission in the country. The supplies will be transferred and legal title in the property will be passed to the Government or its designee, against appropriate receipts, as soon as they reach such designated ports of entry, or frontier points of the Ukrainian S.S.R. or such other ports designated by the Government, as may be agreed upon from time to time by the Administration and the Government. The Government and the Administration will agree upon appropriate procedure for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) The supplies furnished by the Administration having industrial character will be used by the Government for the purpose of the rehabilitation of the economy of the territories devastated as a result of the invasion of the enemy, in accordance with the policies of the Council, particularly those stated in Resolutions 1 and 12.

(d) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will inform the Administration periodically concerning the quantity of the supplies received and distributed in each administrative region, the groups of consumers and kind of relief, as well as concerning the proceeds from the sale of the supplies furnished by the Administration.

(e) The Government will permit the Administration to use special labels and markings on the containers of the supplies and on the equipment furnished by the Administration. Prior to the use of such special labels and markings, their wording will be agreed upon by the Administration with the Government.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will not be bound by any provision with regard to the procedure and system of distribution of relief and rehabilitation

supplies furnished by the Administration, although the Government agrees that the distribution of such supplies will be in accordance with the provisions of Article III of this Agreement.

(b) The Government may, when it deems it reasonable and in accordance with Article III, sell the supplies furnished by the Administration under the Agreement. All proceeds from such sale of supplies furnished by the Administration will be put in the special account of the Government in the State Bank of the Union of Soviet Socialist Republics. The Government will furnish the Administration periodically with information concerning the amount and expenditures made from such proceeds.

(c) The proceeds minus the usual distribution and transportation costs will be utilized by the Government for the reestablishment of schools, hospitals, nurseries and nursery schools, homes of invalids, orphans and aged persons, as well as to provide relief for the other categories of people who, due to the effect of the war, are not in a position to pay for such relief. The Government's undertaking to utilize the net proceeds for relief, under this paragraph, is applicable to the net proceeds, less such amounts as are transferred to the Administration for its expenses. The local currency expenses of the mission will be paid by the Government in accordance with terms to be agreed upon between the Government and the Administration.

ARTICLE V: ADMINISTRATION'S MISSION AND PERSONNEL

(a) The Government agrees that for purposes of liaison between the Government and the Administration on the matter of furnishing relief and rehabilitation supplies under this Agreement, the Administration will establish in the Ukrainian S.S.R. its mission. The Government will keep the Administration fully informed regarding the distribution of supplies within the Ukrainian S.S.R. and will afford the mission opportunity to observe such distribution at all necessary stages. The Government will facilitate the fulfillment of the duties of the mission in the Ukrainian S.S.R. in accordance with this Agreement. The headquarters of the mission will be determined by agreement between the Administration and the Government.

(b) The Chief of the mission and other officials will be appointed by the Administration in agreement with the Government. The authority delegated to the Chief of the mission shall conform to the provision in paragraph (a) of this Article.

(c) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge, recall or dismiss such of its personnel who violate these standards. The Government is entitled to request the Administration to discharge, recall or dismiss such of the Administration's personnel who violate these standards.

(d) The Government will furnish all practical facilities for the Administration to employ Soviet citizens to the extent necessary for the

Administration to discharge its functions under this Agreement. All mission employees who are Soviet citizens shall be hired with the consent of the Government of the Ukrainian S.S.R.

(e) All employees of the mission who are Soviet citizens shall receive compensation equal to that received for similar work in the offices and organizations of the Ukrainian S.S.R.

ARTICLE VI: FACILITIES, PRIVILEGES AND IMMUNITIES

The Government will grant to the mission and its personnel, in accordance with its constitutional procedure, privileges, facilities and immunities similar to those granted by the Government to diplomatic missions and their personnel; in particular, inviolability of the Archives of the mission and the premises of the official headquarters, exemption from taxes, immunity from suit and legal process provided however, that such immunity from suit and legal process shall be with regard to the activities of the officials of the mission which they exercise within the scope of their authority under this Agreement.

ARTICLE VII: TAXATION

(a) The Administration, its assets, income, property and its operations and transactions of whatsoever nature which are connected with furnishing to the Ukrainian S.S.R. relief and rehabilitation supplies shall be exempt from all taxes, fees and duties, imposed by the Government or any subdivision thereof.

(b) The Government also will grant exemption from taxes, fees, duties, salaries or remuneration for personal services paid by the Administration to its officials, employees and other personnel (as provided in Article V hereof) who are not Soviet citizens, imposed by the Government or any subdivision thereof provided that such exemption will not extend to any indirect taxes including consumer's taxes.

ARTICLE VIII: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any suggestion which may be made by either party with regard to modification of this Agreement and any such modification shall be by mutual consent.

(b) The high contracting parties shall, if necessary and desirable to, enter into subsequent Agreements and arrangements supplementing the provisions hereof.

ARTICLE IX: PERIOD OF AGREEMENT

This Agreement shall take effect immediately from the date of its execution and remain in force to July 1, 1946. Not later than three (3) months

prior to said date of expiration of this Agreement, the parties will commence negotiations for the prolongation of this Agreement for a new period.

Notwithstanding the expiration of this Agreement, Articles IV, V, VI and VII shall remain in force for the purpose of an orderly liquidation until all Administration activities in the Ukrainian S.S.R. are completed.

This Agreement has been made in five (5) copies, three of which are in English and two in Ukrainian. Both English and Ukrainian texts are equally authentic for the contracting parties.

Explanatory Letters

14b. HERBERT H. LEHMAN TO ANATOLI M. BARANOVSKY, MEMBER OF THE COUNCIL OF UNRRA FOR THE UKRAINIAN S.S.R., 18 DECEMBER 1945

In order that there may be no misunderstanding with respect to operations under the Agreement which has been under discussion between representatives of the Ukrainian S.S.R. and this Administration, I should like to set forth the position of this Administration on several points discussed in recent conversations.

1. The Administration will furnish the Government before the 15th day of each month a schedule of the supplies tentatively programmed for shipment to the Ukrainian S.S.R. during the following month.

2. It is understood that the reference in Article I(a) to \$189,000,000 is not intended to settle the outstanding question as to whether this amount refers to the landed cost of the supplies furnished by UNRRA or the FAS cost. This question will be determined at a later time.

3. With reference to the second sentence of Article I(a) it is understood that the word "resources" as used in that sentence includes not only the financial resources of the Administration but also the supplies and facilities available for Administration use.

4. The Administration mission will be under instruction to transfer title to all supplies furnished (with the exception of the long-term equipment discussed below) to the Government of the Ukrainian S.S.R. or its designee on board ship as soon as the supplies reach the port of discharge designated by the Government. In no case will relief and rehabilitation supplies be distributed by the Administration in the Ukraine.

5. With respect to certain long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain ownership but furnish the use of such equipment during the life of the Agreement. This policy is in conformity with Mr. Hendrickson's statement of 28 June 1945 to the Standing Technical Committee on Industrial Rehabilitation. The policy may be applied to the following types of equipment: locomotives and other railroad rolling stock, and electric power generators.

6. The Administration will not, except in agreement with the Government of the Ukraine, divert supplies which have been shipped for the Ukraine but which have not yet arrived at the agreed port of entry.

7. In connection with Article 5(a) concerning the mission, it is understood that the Administration will limit the number of personnel brought into the Ukraine to those necessary to the discharge of Administration responsibility under the agreement. It is the Administration's plan to establish a mission in the Ukraine which will have not more than fifteen officials. In addition to the fifteen officials we would expect to employ Soviet citizens as stenographic and clerical personnel except in instances where the Chief of the Mission would deem it desirable to bring in secretaries or clerks from abroad. Furthermore the Administration would expect to have at each of the ports receiving UNRRA supplies one man who may be a national of any one of the United Nations, including the Soviet Union.

8. In connection with Article 5(b) it is understood that the Administration will be prepared to show the representatives of the Government the letter delegating authority to the Chief of the Mission prior to the Mission's arrival in the Ukrainian S.S.R. In addition, the Administration will be prepared to discuss with the Government representatives any questions with respect to the authority of the Mission Chief on which they have reservations or doubts. However, it is understood that the final decision with respect to the authority of the Mission Chief will remain with the Director General in conformity with the terms of the Agreement.

14c. I. KOZULIA, ACTING REPRESENTATIVE OF THE UKRAINIAN SSR IN UNRRA,
TO HERBERT H. LEHMAN, 28 JANUARY 1946

In reply to your letter of December 18, 1946 I have the honor to inform you that the Government of the Ukrainian SSR believe that the statement, given in your letter about the Administration's position concerning certain paragraphs of the signed Agreement is not caused by necessity.

Moreover, the Understanding of the terms of the signed Agreement, stated in some paragraphs of your letter, is unilateral and differs from the meaning of the signed Agreement.

Therefore, the above mentioned letter cannot be considered as a document binding the Government of the Ukrainian SSR in any respect. If, in the process of carrying the Agreement into effect, any necessity for conclusion of additional agreements on any questions appears, it will be possible to reach mutual understanding in each individual case.

Letters Extending the Agreement with the Ukrainian SSR

14d. ANATOLI M. BARANOVSKY TO FIORELLO H. LAGUARDIA, 30 MAY 1946

I have the honor of informing you that the Government of the Ukrainian Soviet Socialist Republic is expressing its wish to extend for a

new period the Agreement of December 18th, 1945, between the Government of the Ukrainian SSR and the United Nations Relief and Rehabilitation Administration.

In accordance with the above, the Government of the Ukrainian SSR extends for the new period ending December 31st, 1946, all the terms of its Agreement with the Administration of December 18th, 1945.

14e. FIORELLO H. LAGUARDIA TO ANATOLI M. BARANOVSKY, 30 MAY 1946

In response to your letter of today's date, I have the honor of informing you that the United Nations Relief and Rehabilitation Administration is expressing its wish to extend for a new period the Agreement of December 18th, 1945, between the Administration and the Government of the Ukrainian Soviet Socialist Republic.

In accordance with the above, the United Nations Relief and Rehabilitation Administration extends for a new period ending December 31st, 1946, all the terms of its Agreement with the Government of the Ukrainian Soviet Socialist Republic of December 18th, 1945.

It is understood that in extending the Agreement for the new period, the Administration will, at the same time, undertake all measures to fulfill the provisions of Article I, Paragraph (a), in accordance with which it undertakes to strive within the limits of its resources to procure before July 1st, 1946, relief and rehabilitation supplies to meet the request of the Ukrainian Soviet Socialist Republic for assistance in the amount of \$189,000,000 and, subject to available transport, to furnish such supplies as soon as available to the Ukrainian Soviet Socialist Republic in accordance with Council policies.

15a. YUGOSLAVIA

Signed by Nikola L. Petrovic, Minister of Commerce and Supply, and Roy F. Henderickson, Deputy Director General, 24 March 1945

WHEREAS, The United Nations and Associated Nations have, in the Agreement of 9 November 1943, signed at Washington, D.C., created the United Nations Relief and Rehabilitation Administration (hereinafter referred to as the Administration) whose principal purpose is:

To plan, coordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services; and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services; and

WHEREAS, The Government of Yugoslavia (hereinafter referred to as the Government) is a signatory to the aforementioned Agreement of 9 November 1943, and has expressed its agreement with the Resolutions on

Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, Yugoslavia has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, The Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in Yugoslavia upon the termination of the period of military responsibility for civilian relief; and

WHEREAS, The Administration desires to bring all practicable relief to the victims of war within the territory of Yugoslavia and in accordance with the Agreement of 9 November 1943 and the Resolutions; and

WHEREAS, In accordance with the Resolution 14 of the Council of the Administration, the Director General has determined that due to the extensive loss and damage to its economy during this war fought in the common cause of the United Nations Yugoslavia is not at this time in a position to pay with suitable means of foreign exchange for relief and rehabilitation of Yugoslavia; and

WHEREAS, It is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that the details of the practical applications of such responsibilities shall be arranged on the basis of mutual understanding;

The *Government of Yugoslavia*, represented by Ing. Nikola L. Petrovic, Minister of Commerce and Supply, and the *United Nations Relief and Rehabilitation Administration*, represented by Mr. Roy F. Hendrickson, Deputy Director General, United Nations Relief and Rehabilitation Administration, HAVE AGREED as follows:

ARTICLE I: FURNISHING OF SUPPLIES AND SERVICES

(a) In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish Yugoslavia with relief and rehabilitation supplies and services upon the termination of the period of military responsibility for civilian relief, and the Government will cooperate with the Administration for this purpose. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined, in accordance with Resolution 14, that Yugoslavia is not in a position to pay therefor with suitable means of foreign exchange. The Administration will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of long-term equipment, the Administration may, pursuant to

special agreements between it and the Government, retain ownership but furnish the use of such supplies during the life of this Agreement.

(b) The Government will present schedules of supplies it desires monthly, for periods of at least six months in advance of the time the supplies are desired. These schedules will provide insofar as possible quantities, specifications, and points for the delivery of the supplies. In recognition of many uncertainties including the uncertainty of the volume of shipping the Administration can obtain, the Government will also present priorities covering a period of at least three months with respect to supplies it desires, to guide the Administration in case the full amounts requested by the Government cannot be supplied. In turn, the Administration will state its program of supplies to be delivered in response to the Government's request, giving notice as far in advance as practicable, and if possible at least three months ahead of the probable arrival of the supplies in ports of entry for Yugoslavia. The Administration will be glad, through its authorized representatives, to discuss its plans for supplies and communicate any changes therein at any time and to obtain from the Government its proposals for changes in the plans.

ARTICLE II: ADMINISTRATION OF SERVICES

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2, and 7 through 13. Wherever necessary the Government will take measures to insure that such policies are followed throughout the country. Supplementary agreements will be concluded between the Administration and the Government in regard to the organization of relief and rehabilitation services. In these agreements will be provided that the Government will administer the aforementioned services and afford the necessary funds for the execution of services which shall be derived from the proceeds of the sale of relief supplies and the Administration will provide the Government with the personnel and necessary supplies.

ARTICLE III: TRANSFER AND DISTRIBUTION OF SUPPLIES

(a) The Government, having the responsibility for the distribution within Yugoslavia of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2 and 7.

(b) The relief and rehabilitation supplies furnished by the Administration, which are destined for Yugoslavia, will be consigned to the Administration mission in the country. The supplies will be transferred and legal title in the property will be passed to the Government or its designee, against appropriate receipts, as soon as they reach such designated ports

of entry, or frontier points of Yugoslavia or such other ports designated by the Government of Yugoslavia, as may be agreed upon from time to time by the Administration and the Yugoslav Government. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods delivered to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943 and the Council Resolutions, the Government will inform the Administration and receive its views regarding the plans for, and operations respecting, the distribution of supplies, including for example the following subjects: (i) the agencies and channels of distribution for the supplies furnished by the Administration; (ii) the allocation of such supplies by regions and main groups of consumers; (iii) price policies and specific prices for such supplies and their relationship to prices for similar supplies produced domestically; (iv) rationing and price controls by commodity, by region, and by classes of consumers for each of the commodities supplied by the Administration; (v) the facilities and methods for handling, moving and storing the supplies furnished by the Administration.

(d) Further to enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions, the Government will keep the Administration adequately informed regarding the distribution of supplies within Yugoslavia. The system of distribution of these supplies in Yugoslavia will be based upon the Council Resolutions and the Government will afford representatives of the Administration opportunity to observe at all necessary stages the distribution of supplies furnished by the Administration and to discuss such distribution with the appropriate governmental authorities.

(e) The Government will afford the Administration opportunity for, and will cooperate with the Administration in making public information regarding deliveries and distribution of relief and rehabilitation supplies furnished by the Administration and will permit the use of special labels or other designations on supplies and equipment belonging to or furnished by the Administration.

ARTICLE IV: FINANCIAL PROVISIONS

(a) The Government will, when requested, furnish the Administration with sufficient amounts of local currency to enable the Administration to meet its administrative and operating expenses incurred in Yugoslavia in the execution of relief and rehabilitation programs undertaken pursuant to Articles I, II and III of this Agreement. Such expenses will include, but not be limited to, payments to personnel and costs of rent, storage, communications, transportation, and public services within the country.

(b) The Government will provide the Administration quarterly with a

record of the net proceeds derived by the Government in the preceding quarter from the sale, lease, or other transfer of relief and rehabilitation supplies and services furnished by the Administration under this Agreement. In lieu of a record of actual net proceeds, a lump sum approximation of proceeds may be mutually agreed upon by the Government and the Administration.

(c) It will be the policy of the Government to use for relief and rehabilitation purposes, within a reasonable time after the commencement of the Administration's operations in the country, funds equivalent in amount to the sums recorded as net proceeds under paragraph (b) hereof, less such amounts as are transferred to the Administration for its expenses under paragraph (a) hereof. Such relief and rehabilitation purposes may include, for example, the following activities: (i) activities undertaken by or under the direction of the Government with respect to agricultural and industrial rehabilitation, including the public utilities; (ii) activities undertaken by or under the direction of the Government with respect to health and welfare services; (iii) the care and movement of displaced persons in addition to such activities as have been undertaken pursuant to Article II of this Agreement; (iv) warehousing, handling, and transportation services required by the Administration in connection with relief and rehabilitation operations in other areas; (v) procurement of supplies and services available in Yugoslavia for relief and rehabilitation in other areas, insofar as such procurement is consistent with the economic requirements of Yugoslavia. The Government will have discretion to determine what sums will be made available to the Administration pursuant to this paragraph.

(d) The Government will discuss with the Administration its plans for relief and rehabilitation expenditures as provided for in paragraph (c) above. In addition, the Government will furnish the Administration with periodic reports of the expenditures made and receive the Administration's views regarding such expenditures. In those cases where funds are made available to the Administration for its activities pursuant to paragraph (c) above they shall be utilized in accordance with programs jointly formulated and agreed to by the Government and the Administration.

(e) At the end of the first six months of the Administration's operations in Yugoslavia under this Agreement, the parties hereto will review the provisions of this Article in the light of the needs and circumstances at the time.

(f) All financial operations of the Administration in Yugoslavia including its transactions in foreign currency will be carried out utilizing the services of the National Bank of Yugoslavia or banks designated by it.

ARTICLE V: ADMINISTRATION MISSION AND PERSONNEL

(a) The Administration will establish a mission in Yugoslavia which will include, within the limits of the Administration's resources, the personnel necessary to discharge effectively its responsibilities under this Agreement, the Agreement of 9 November 1943, and the Council Resolutions. The mis-

sion will include personnel necessary to carry out Article I hereof with respect to the determination of relief and rehabilitation requirements and the furnishing of supplies, personnel required for the administration of services pursuant to Article II hereof, personnel required in connection with the distribution of supplies pursuant to Article III hereof, and such other personnel as may be required in connection with the Administration's reporting, accounting and financial activities within Yugoslavia pursuant to this Agreement.

The Headquarters of the Mission will be situated at the seat of the Government.

(b) The chief of the Administration mission, his deputies and major assistants will be appointed in agreement with the Government. The Administration will communicate to the Government the general authority delegated to the chief of the Administration Mission.

(c) The Government will facilitate the admission and movement of Administration personnel in Yugoslavia pursuant to this Agreement as recommended by Resolution 36.

(d) The Administration will assure the good conduct, integrity and moral character of its personnel and will discharge or recall such of its personnel who violate these standards. The Government is entitled to request the Administration to discharge or recall such of the Administration's personnel who violate these standards.

(e) The term "Administration personnel" as used in this Agreement includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration within the limits of the Resolution 9(3).

(f) In pursuance of paragraph (a) above, the Administration shall be free to employ Yugoslav subjects and permanent residents of Yugoslavia to the extent necessary to discharge its responsibilities. The Government will furnish all practical assistance to enable the Administration to locate and employ suitable subjects and residents of Yugoslavia for its operations under this Agreement. Permanent residents in Yugoslavia or Yugoslav subjects will be employed by the Administration only provided, the Government's confirmation is obtained.

(g) All locally engaged personnel will be paid at the prevailing scale of wages for similar employment in Yugoslavia.

ARTICLE VI: FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Administration and to assist the Administration in obtaining such services and facilities as may be required to carry out its operations within Yugoslavia.

(b) The Government will accord the Administration the following facilities, privileges, immunities and exemptions; (i) immunity from suit and legal process, except with the consent of, or so far as is provided for,

in any contract entered into by or on behalf of, the Administration; (ii) inviolability of the archives of the Administration and of the premises of its official business Headquarters at the seat of the Government; (iii) such exemptions from or facilities in respect of foreign exchange control as are granted to representatives of governments which are members of the Administration.

(c) The Government will take any steps that may be necessary to enable the Administration to exercise within the jurisdiction of the Government the powers conferred on the Administration by Article I, paragraph 1, of the Agreement of 9 November 1943.

(d) The Government will accord to the personnel of the Administration when engaged on the business of the Administration the following privileges and immunities: (i) immunity from legal process of any kind in respect of acts performed by them in their official capacity and falling within their functions as such; (ii) the same immunities from immigration restrictions, alien registration and military service obligations, and the same facilities as regards exchange restrictions as are accorded to representatives, officials and employees of similar ranks of other member governments;

PROVIDED that the foregoing privileges and immunities will not be accorded to nationals or permanent residents of Yugoslavia except to the extent determined by the Government.

(e) The Government will expedite to the extent possible supplies and equipment of the Administration in transit, and it will exempt such supplies and equipment of the Administration from adverse legal action or seizure.

(f) The Government will accord the official correspondence of the Administration the same treatment as is accorded by them to the official correspondence of member governments, including: (i) priorities for telephone and telegraph communications, whether cable or radio, and for mail transmitted by pouch or by courier; (ii) government rebates for official telegrams; (iii) diplomatic status for couriers and pouches of the Administration; (iv) under appropriate safeguards, exemption from censorship of the official correspondence of the Administration; (v) appropriate arrangements for the use of codes and of cable addresses for the telegraphic correspondence of the Chief of the UNRRA Mission at the seat of Government, to and from points outside of Yugoslavia.

The Government will accord the Administration appropriate postal facilities, including such franking privileges or arrangements for the use of specially printed or over-printed stamps as may be possible.

(g) The Administration will from time to time present to the Government the names of members of the mission in Yugoslavia who are entitled to the benefits mentioned in Articles V, VI, VII of this Agreement.

(h) Administration personnel who are nationals of Yugoslavia but who are not permanent residents of Yugoslavia and who have by naturalization

or otherwise acquired another nationality, shall be entitled to the same privileges and immunities under this Article and under Article VII as Administration personnel who are not nationals of Yugoslavia or permanent residents thereof. The Government will examine cases relating to those persons who are nationals of Yugoslavia but who are not its permanent residents and who by naturalization or otherwise acquired another nationality. (i) The Administration shall have the right, free from export control or other restrictive measures, to transfer to other areas imported relief and rehabilitation supplies owned by the Administration and intended for use in countries other than Yugoslavia but temporarily located in or in transit through Yugoslavia.

ARTICLE VII: TAXATION

(a) The Administration, its assets, property, income, and its operations and transactions of whatsoever nature shall be immune from all taxes, fees, tolls or duties imposed by the Government or any political subdivision thereof or by any other public authority in Yugoslavia. The Administration shall also be immune from liability for the collection or payment of any tax, fee, toll or duty imposed by the Government or any political subdivision thereof or by any other public authority. Notwithstanding the above the Administration agrees to collect from its officers and employees who are Yugoslav subjects or permanent residents of Yugoslavia, such taxes as are normally in Yugoslavia collected through the medium of employers. Nor shall the provisions of this Article preclude the Yugoslav Government from collecting indirect taxation from the sale of supplies in accordance with current legislation. The Government shall be under no obligation to refund any taxes so collected.

(b) No tax, fee, toll or duty shall be levied by the Government or any political subdivision thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other Administration personnel (as defined in Article V hereof) who are not nationals of Yugoslavia or permanent residents thereof. Exemption from taxation granted to non-Yugoslav officers and employees of the Administration shall not entitle them to claim reimbursement of any indirect taxes and more particularly consumption taxes.

(c) The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary in accordance with Resolution 16 to insure that relief and rehabilitation supplies and services furnished by the Administration are not subjected to any tax, fee, toll or duty in a manner which reduces the resources of the Administration.

(d) Should the Government collect any taxes or other duties in contravention of this Article a refund will be made by the Government.

ARTICLE VIII: REPORTS AND RECORDS

(a) The Government will maintain adequate statistical records on relief and rehabilitation operations necessary to the discharge of the Administration's responsibilities, and will consult with the Administration, at its request, with respect to the maintenance of such records.

(b) The Government will furnish the Administration with such records, reports, and information as the Administration shall request pertaining to relief and rehabilitation which are necessary to the discharge of the Administration's responsibilities.

ARTICLE IX: MODIFICATION OF AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) The Government and the Administration will give sympathetic consideration to any representations which either may make with regard to modifications of this Agreement. Any such modifications shall be by mutual consent.

(b) To the extent necessary or desirable, the parties hereto will enter into subsequent agreements and arrangements supplementing the provisions hereof.

ARTICLE X: PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force until the expiration of six months from the date upon which either of the parties hereto shall have given notice in writing of its intention to terminate it. Notwithstanding the expiration of this Agreement:

(a) The relations between the parties shall continue to be governed by the Agreement of 9 November 1943 and the Resolutions of the Council; and

(b) Articles IV, V, VI, VII and VIII shall remain in force for the purpose of an orderly liquidation until all Administration activities in Yugoslavia are completed.

This Agreement has been made out in five exemplars, of which three are in English and two in Serbo-Croat. Both the English and Serbo-Croat texts are equally authentic for the contracting parties.

Letters Explaining the Agreement with Yugoslavia

15b. ROY F. HENDRICKSON, DEPUTY DIRECTOR GENERAL, UNRRA, TO NICOLA B. PETROVIC, MINISTER OF COMMERCE AND SUPPLY, YUGOSLAVIA, 24 MARCH 1945

On the occasion of the signing of the Agreement between the Government of Yugoslavia and the United Nations Relief and Rehabilitation Administration, I am glad to confirm in writing the following explanations relating to the text of the Agreement which have resulted from our discussions.

1. The last sentence of Article I(*a*) is herewith clarified to refer to equipment such as locomotives, railroad rolling stock, generators and certain types of heavy capital equipment. It is not contemplated that such equipment, once brought into Yugoslavia would be removed from it: but that pending the time that title in such equipment was transferred to the Government, special financial arrangements would be made covering the acquisition cost of such equipment in order that UNRRA would not be required to bear the entire expense.

2. It is understood that:

(*a*) The Administration's program of supplies to be delivered to Yugoslavia in accordance with Article I(*a*) may under exceptional circumstances be subject to modification if the Director General arrives at the conclusion that more urgent needs exist among the nationals of another Allied Country which is one of the signatories to the Agreement of 9 November 1943. The Administration will apply the same policy in all other areas in which it will operate.

(*b*) If the Administration finds it necessary to divert supplies which are destined for Yugoslavia but have not yet arrived at the agreed port of entry or frontier point, the Administration will, in consultation with the Government, replace insofar as practicable, the supplies so diverted.

(*c*) If the Administration intends to divert relief and rehabilitation supplies originally consigned to Yugoslavia for the purpose of operations authorized by Resolution 58, such diversions shall take place only in agreement with the Government.

3. In connection with the Article III(*c*) and (*e*), it is recognized that Yugoslavia is still engaged in active warfare, within its boundaries, against the common enemy, and consequently, (*a*) certain information will not be available, and (*b*) reasons of National Security will require that certain information with respect to internal economic conditions and supply matters shall not be made public for the time being.

4. The term "net proceeds" referred to in Article IV(*c*) and (*d*) is understood to mean the proceeds realized less any expenditure incurred by the Government on transportation, warehousing and distribution and exclusive of any fiscal charges collected by the Government in accordance with the current legislation on the sale of supplies.

5. In connection with Article V(*b*) it is understood that UNRRA is anxious to limit the number of personnel brought into Yugoslavia to serve as members of the Mission: and further that one of the chief functions of the Chief of Mission will be to examine with the representatives of the Government the need for personnel from time to time, with a view to limiting as far as possible, compatible with meeting the Government's desire for assistance, the number of personnel attached to the Mission.

6. Article X which relates to liquidation, sets no time limit. It is understood, of course, that it is the desire of the Administration to liquidate its operations in Yugoslavia as soon as possible after the expiration of the

Agreement: and that such process would in all likelihood be limited to a maximum of one year.

15c. NICOLA B. PETROVIC TO ROY F. HENDRICKSON, 24 MARCH 1945

On the occasion of the signing of the Agreement between the Government of Yugoslavia and the United Nations Relief and Rehabilitation Administration I received your letter of March 24, 1945, copy of which is annexed hereto and made a part hereof.

I am pleased to confirm that I am in agreement with all the points raised in each of the paragraphs of the said letter.