

## AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE UNICEF CONCERNING THE LOAN OF UNICEF VEHICLES

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Note: The Agreement entered into force June 24, 1969.

Reference: This Agreement is also published in VIII DFA TS No. 2, p. 154.

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, hereinafter referred to as "the GOVERNMENT," and the UNITED NATIONS CHILDREN'S FUND hereinafter referred to as "UNICEF,"

IN PURSUANCE of the Basic Agreement between them concluded on 20 November 1948, and in particular Article II thereof, under which UNICEF retains title, inter alia, to the transport equipment which it may provide to assist in the execution of projects in the Philippines,

DESIRING NOW to clarify the conditions on which such transport equipment is made available, and the commitments to be undertaken, by the Parties in respect thereof,

HAVE AGREED as follows:

1. All motor vehicles provided or which may be provided by UNICEF for use in projects in the Philippines are and will remain the property of UNICEF, unless and until title thereto is formally transferred to the Government. Such vehicles will be loaned by UNICEF to the Government on the terms and conditions set forth in this present Master Agreement Concerning Loan of UNICEF Vehicles, and acceptance by the Government of the delivery of any vehicle provided by UNICEF shall at the same time constitute acceptance of the terms and conditions set forth herein, as being applicable to that vehicle.
2. The vehicles will be registered as the property of UNICEF and licensed to operate by the Government in accordance with the laws governing the operation of motor vehicles.
3. The Government will at all times and under all circumstances be responsible for dealing with any claims which may be brought by third parties against UNICEF as the owner of such vehicles, and shall defend UNICEF and hold it harmless in case any claims or liabilities are asserted against it as the owner of the vehicles.
4. The vehicles will be used solely for the purposes of the project for and to which they are loaned, and will not be diverted to any other project, or used in any other place or for any other purpose than those set forth in the relevant Plan of Operations, without the consent in writing of UNICEF.
5. The Government will protect the capital investment of UNICEF in such loaned vehicles against loss through accident, fire, theft, or vandalism and will in case of loss reimburse UNICEF to the extent of the depreciated value of any vehicle or vehicles on the date of loss. The depreciated value will be determined by UNICEF on the merits of each case. In case of accident to or loss of a vehicle, the Government will notify UNICEF immediately, and this notification will be followed by a detailed report.
6. The Government will bear all costs of operation, maintenance, and repair of the vehicles loaned to it by

UNICEF, and will arrange to provide such maintenance and repair services as are reasonably necessary to keep them in good and safe operating condition and to minimize the loss of vehicle services to assisted programmes.

7. Vehicle control records will be maintained in accordance with a mutually acceptable procedure, and will be made available for inspection by authorized representatives of UNICEF as required.

8. The Government will provide UNICEF with an annual report on all vehicles loaned to it by UNICEF, indicating:

- a. License number and/or fleet number
- b. Make, model, and serial number
- c. First year in service
- d. Total mileage operated
- e. Condition
- f. Days out of service for repair since last report
- g. Reason for being out of service
- h. Cost of maintenance and repairs.

9. UNICEF may at its discretion withdraw any or all vehicle(s) which it may have loaned to the Government, or transfer them to other projects or to other countries, in accordance with the applicable Plan of Operations.

10. In the event that any vehicle becomes obsolete or unserviceable UNICEF may at its discretion dispose of such vehicle(s) by sale, by transfer of title to the Government, or by salvaging for parts. Any funds resulting from the sale of such obsolete or unserviceable vehicles shall revert to the general funds of UNICEF.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Master Agreement Concerning the Loan of UNICEF Vehicles, in six copies in English.

**ON BEHALF OF THE GOVERNMENT ON BEHALF OF THE UNITED**

**OF PHILIPPINES: NATIONS CHILDREN'S FUND:**

(Sgd.) CARLOS P. ROMULO

(Sgd.) STEPHEN J. GREEN

Secretary of Foreign Affairs

for

**ANTHONY E. MEAGER**

Manila, 24 June 1969

UNICEF Representative

Manila, 24 June 1969

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