

丙

判決

八月二十日

合校

施行

八月二十日

月第

日号

へ送る

月 日

起案用紙(丙)

主 管 局 課 号 欄



第 号  
送 受  
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合 議 局 課 号 受 送 日 月

第 号  
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案 起  
昭 和 四 年 八 月 二 十 日  
局 課  
受 付  
月 第  
日 号  
主 任  
へ 送 る  
月 日

課 長

事 務 官

主 任

年 月 日

渉 外 課 長

児 童 局 長

国際連合国際児童緊急基金(UNICEF)  
より贈られる救済物資の受領並に配布の  
ついて

厚 生 省

總司令部 公衆衛生福祉局より八月二十日別紙寫の

通り本件に關する八月二十六日付覚書を受領し

の件送付するからよろしくお願いする。

本件字送付先 社会局長 次官 総務課長

第  
42  
號

GENERAL HEADQUARTERS  
SUPREME COMMANDER FOR THE ALLIED POWERS  
Public Health and Welfare Section  
APO 500

渉衣 422  
24. 8. 30

26 August 1949

PHWJG 114

MEMORANDUM FOR: Ministry of Welfare, Japanese Government

SUBJECT: Receipt and Distribution of Relief Supplies from United Nations International Children's Emergency Fund (UNICEF)

1. The Ministry of Welfare, having verbally accepted the offer of relief supplies from UNICEF, is requested to immediately prepare to accept, unload, transport, guard, store, process and distribute approximately 1500 bales of raw cotton to be processed into children's clothing, and approximately 600 metric tons of powdered skim milk for use in demonstration child feeding programs.

2. The Ministry of Welfare will assume responsibility for coordinating the efforts of other Ministries or agencies, the cooperation and participation of which will be required in carrying out the responsibilities outlined in para 1 above.

3. Attention of the Ministry of Welfare is called to the nature of this allocation in that it represents the first positive action on the part of the United Nations Agency in recognizing relief needs in Japan. It is desired that full protection be given these supplies at all times during handling and processing and until distribution has been accomplished and that complete accounting control be maintained at all times.

4. On or before 29 August 1949, the Ministry of Welfare will present a general operational plan covering the processing and distribution of these relief supplies, which is to include the following information:

- a. Method of accounting
- b. Plan for storage
- c. Plan for processing
- d. Plan for distribution
- e. Security plan

5. Costs to the Japanese Government in its matching program will come from the current budget. No additional funds may be allocated for any purpose connected with the program.

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PHMJG 114

SUBJECT: Receipt and Distribution of Relief Supplies from United Nations International Children's Emergency Fund (UNICEF)

6. Attached herewith is a copy of the agreement between SCAP and UNICEF concerning this program.

*Crawford F. Sams*  
CRAWFORD F. SAMS  
Brigadier General, Medical Corps  
Chief

1 Incl  
a/s

DIST. "B"

昭和二十四年八月二十六日

公衆衛生福祉局長

軍医部准将 クロフォード・エフ・サムズ

PHM J G 一一四

日本政府厚生省宛メモランダム

主題 国際連合国際児童健康緊急基金(UNICEF)  
より贈られる救済物資の受領並に配布

一、厚生省はととにユニセフより救済物資を贈る申出を口頭  
を以て受諾した処であるが厚生省は直ちに約一、五〇〇ペールの  
原棉並に約六〇〇キログラムの脱脂粉乳を、前者は加工して、  
児童用被服とするものとし、後者は模範児童給食に  
使用するものとして了解の下に受領し、荷揚し、警備し、  
格納し、加工し、配布する準備をするものとする。

厚生省

二、前項に記載する責任を遂行するため必要に關係  
各省乃至各機関の協力及参加につき厚生省は之を  
調整する責任を有するものとする。

三、本救済物資日本割当はその性質上国際連合機関  
が日本に於ける救済の必要を認識し、最初の積極的  
行為であるが、厚生省に於ては特に留意すること。  
取扱加工の期間を速に配布完了に至る迄の間、  
右救済物資に対し、絶えず充分の保護が与えられ  
るよう希望する。

四 厚生省は昭和十四年八月二十九日迄に右枚済物資の加工、配布全般に係る業務計画を提出するものとす。右計画の中に登記資料を含ませるものとす。

- イ. 会計方法
- ロ. 倉庫保管計画
- ハ. 加工計画
- ニ. 配布計画
- ホ. 保全計画

五 日本政府の対応出費は本年の現行予算によるものとす。右事業に關しては如何なる目的の下に於ても追加予算は割当てられてはならぬ。

六 連合國最高司令官とユニセフとの協定の字一部を添附する。

厚生省  
協定字省略

AGREEMENT BETWEEN  
THE INTERNATIONAL CHILDREN'S EMERGENCY FUND  
AND  
SUPREME COMMANDER FOR THE ALLIED POWERS  
(for Japan)

COPY

WHEREAS the General Assembly of the United Nations, by Resolution 57, approved 11 December 1946, created an International Children's Emergency Fund (hereinafter referred to as the Fund), and

WHEREAS the Fund now has resources and expects to receive additional resources and assets which the Executive Board of the Fund has determined shall be made available in part for the benefit of children and adolescents and expectant and nursing mothers in Japan and

WHEREAS the Supreme Commander for the Allied Powers (hereinafter referred to as SCAP), desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers in Japan and

WHEREAS representatives of the Fund and of SCAP have considered the need for such aid in Japan, and

WHEREAS SCAP has submitted its program of aid for the benefit of children and adolescents and expectant and nursing mothers, subject to a plan of operations to be later drawn up and mutually agreed upon with respect to the proper utilization and distribution of supplies or other assistance which the Fund may provide.

NOW, THEREFORE, SCAP and the Fund have agreed as follows:

ARTICLE I

FURNISHING OF SUPPLIES & SERVICES

A. The Fund, within its determination of requirements and the limits of its resources, will provide supplies and services for the aid and assistance of children, adolescents, and expectant and nursing mothers in Japan.

B. SCAP will, in accordance with the approved plan of operations to be later drawn up and agreed upon, and such amendments as may be agreed upon at a later date by the Fund and SCAP, supervise the Japanese Government's special programmes for the children, adolescents, and expectant and nursing mothers in Japan and will assure that supplies furnished by the Fund will be distributed to and for the benefit of such persons in accordance with the plans of operations to be later drawn up and agreed upon.

C. The amounts and the character of the supplies to be provided for the benefit of children, adolescents, and expectant and nursing mothers in Japan, will be determined from time to time for such successive periods of operation as may be convenient, through mutual consultation and understanding between the Fund and SCAP.

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D. The Fund will make no request, and shall have no claim upon SCAP or the United States Government or the Japanese Government for payment for the supplies and services furnished by it under this Agreement.

E. Nothing contained in this document shall be construed to impose any personal liability whatsoever on SCAP, his successor or agent by reason of any transaction which is the subject hereof.

## ARTICLE II

### TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund, while retaining full ownership of its supplies until consumed or used by the ultimate recipient for whom these supplies are intended, will entrust its supplies to the Japanese Government or those agencies within Japan mutually agreed upon between SCAP and the Fund, for distribution on behalf of the Fund for the benefit of children, adolescents, and expectant and nursing mothers in Japan, in accordance with the approved plan of operations to be later drawn up and mutually agreed upon, and in conformity with the policies of the Fund.

B. Under supervision of SCAP, supplies furnished by the Fund will be distributed in accordance with the approved plan of operations through the agencies, or channels, mutually approved from time to time by SCAP and the Fund. In distributing or otherwise handling such supplies, agencies designated by SCAP shall act as agents for the Fund until the supplies are consumed or used.

C. SCAP undertakes to see that these supplies are distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief. No ration plan currently in force at the time of approval of the plan of operations referred to in Section B of Article I shall be modified by reason of supplies furnished by the Fund so as to reduce the rations for children, adolescents, and nursing and expectant mothers.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges which the Japanese Government has established for similar activities.

E. SCAP agrees that the Fund may in its discretion cause such distinctive markings to be placed upon the supplies provided by the Fund as the Fund may deem necessary to indicate that the supplies in question are intended for the aid and assistance of children and adolescents and expectant and nursing mothers under the auspices of the International Children's Emergency Fund.

F. No recipient of supplies provided by the Fund shall be required to pay directly or indirectly for the cost of these supplies.

G. SCAP agrees that he will direct the Japanese Government to make all arrangements for the reception, unloading, warehousing, transportation, and distribution of the supplies furnished by the Fund, and to sustain the cost of expenses incurred in the Japanese currency in this respect.

ARTICLE III

EXPORTS

SCAP agrees that he will not expect the Fund to furnish supplies for the aid and assistance of children and adolescents and expectant and nursing mothers under this Agreement if the Japanese Government exports any supplies of the same or similar character, except for such special circumstances as may arise and be placed for consideration before the Programme Committee of UNICEF

ARTICLE IV

RECORD & REPORTS

A. SCAP will direct the Japanese Government to maintain adequate accounting and statistical records on the Fund's operations necessary to discharge the Fund's responsibilities. SCAP will consult with the Fund, at its request, with respect to the maintenance of such records.

B. SCAP will furnish the Fund with such records, reports and information as to the operation of the approved plan as may be necessary to the discharge of the Fund's responsibilities.

ARTICLE V

RELATIONSHIP BETWEEN SCAP AND THE FUND  
IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognized and understood by SCAP and the Fund that in order to carry out the terms of this Agreement it will be necessary to establish a close and cordial relationship of cooperation between representatives of SCAP and the Fund respectively, at the operating level. To this end it is agreed that the Fund will provide duly authorized representatives to be stationed in Japan, and to be available for consultation, and cooperation with the appropriate officials of SCAP with respect to the shipment, receipt, and distribution of the supplies furnished by the Fund, to consider and review the needs of children and adolescents and expectant and nursing mothers in Japan, for the aid contemplated under this Agreement, to advise the Headquarters of the Fund of the programme of operations under the Agreement, and of any problems which SCAP may care to submit to the Fund or its representatives with regard to aid and assistance for children and adolescents and expectant and nursing mothers in Japan.

B. The authorized representatives of the Fund will be permitted by SCAP to have access to such records, books of account or other appropriate documents with respect to the distribution of supplies furnished by the Fund, as may be necessary to satisfy the Fund of compliance with the terms of this Agreement. SCAP shall further permit the authorized representatives of the Fund freedom to observe distribution of such supplies from time to time, and from place to place, and to examine the processes and techniques of distribution and make observations with respect thereto to SCAP.



C. Billets, mess, transportation, office space and facilities, and medical care will be supplies to the representatives of UNICEF by SCAP under existing policies and procedures, or as may be modified in the future.

D. SCAP will facilitate employment by the Fund of such citizens of Japan, as clerical staff or otherwise, as may be required to discharge the Fund's functions under this agreement.

#### ARTICLE VI

##### IMMUNITY FROM TAXATION

A. SCAP assures that the Fund, its assets, property, income and its operations and transactions of whatsoever, shall be immune from all taxes, fees, tolls, or duties imposed by the Japanese Government or by any political sub-division thereof or by any other public authority in Japan. The Fund 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. SCAP assures that no tax, fee, toll or duty shall be levied by the Japanese Government or any political sub-division thereof or any other public authority on or in respect of salaries or remunerations for personnel services paid by the Fund to its officers, employees, or other Fund personnel who are not subjects of Japan, or permanent residents thereof.

C. SCAP will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, SCAP will take whatever other action may be necessary that supplies and services furnished by the Fund are not subject to any tax, fee, toll, or duty in a manner which reduces the resources of the Fund.

#### ARTICLE VII

##### PRIVILEGES AND IMMUNITIES

A. The Fund shall have, in Japan, the same status, privileges and immunities, as any diplomatic or Allied Military Mission, accredited by SCAP, including specifically immunity of its property and files from seizure. Those Fund representatives who are entitled to United Nations Laissez-Passer shall have the same status, privileges and immunities, as civilian members of such missions, including specifically immunity from arrest and confinement. They are further granted immunity from legal processes for acts performed in carrying out the Fund's functions.

B. The Fund recognizes that these immunities are granted in the interest of the United Nations and not for the personal benefit of the individuals concerned themselves.

ARTICLE VIII

PUBLIC INFORMATION

SCAP will afford the Fund opportunity for, and will cooperate with the Fund in making public information regarding the delivery and distribution of supplies furnished by the Fund.

ARTICLE IX

PERIOD OF AGREEMENT

This Agreement shall take effect as from this day's date. It shall remain in force at least until any supplies furnished by the Fund are finally consumed, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Japan. In case of disagreement as to whether the terms of this Agreement are being complied with, the matter will be referred to the Programme Committee of the Executive Board of the International Children's Emergency Fund for appropriate action.

/s/ EDWARD M. ALMOND  
Chief of Staff for SCAP

/s/ MARGHERITA STRAHLER  
for UNICEF

DATE: 29 July 1949

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