

June 24, 1969

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

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