

AGREEMENT BETWEEN THE UNITED NATIONS AND
THE INTERNATIONAL COMMITTEE OF THE RED CROSS
REGARDING AID TO THE HUNGARIAN PEOPLE

Letter dated 4 December 1956 from the Secretary-General
(signed on his behalf by the Deputy Director of the European
Office of the United Nations) to the President of the
International Committee of the Red Cross

Sir,

The General Assembly of the United Nations, at its Second Emergency Special Session, has requested the Secretary-General to take immediately the necessary measures to bring aid to the population of Hungary.

Considering that the International Committee of the Red Cross has been engaged in emergency relief activities in Hungary and has concluded an agreement with the Hungarian Red Cross to this effect, I wish to ask you if the International Committee would accept to co-operate with the United Nations in this humanitarian programme, under the following conditions:

1. The Committee, at the request of the Secretary-General, agrees to use any funds as may be transferred to it by the United Nations for the exclusive purpose of providing immediate aid to the population of Hungary, in particular by furnishing medical supplies, foodstuffs and clothing. The responsibility assumed by the Committee in this respect will commence upon receipt of any such funds and will terminate after the distribution of relief supplies to the Hungarian population or, in the event of cessation of the programme, upon return to the United Nations of any unused portion of such funds or of supplies purchased with such funds.
2. The Committee will undertake responsibility for the distribution of such supplies as may be furnished by the United Nations. The Committee may indicate to the United Nations the types of relief goods regarded as most appropriate for the purposes of the programme.
3. In accordance with the principles of the Red Cross and in the spirit of the Geneva Conventions, the Committee will distribute relief under this programme without discrimination and on the basis of need alone.

4. While making every effort to carry out this programme as rapidly as possible, the Committee will retain sole responsibility for the schedule (French: "cadence") of distribution of relief supplies. In the event of difficulties or obstacles arising in the execution of the programme, the Committee will, if necessary, report to the United Nations but it will be solely responsible for taking appropriate measures.
5. The Committee will supply all organizational, supervisory and technical personnel, services and equipment required for the operation of the programme.
6. The United Nations will defray such administrative and operational costs of the Committee attributable to the performance of the United Nations relief programme as may be agreed between the United Nations and the Committee.
7. The Committee will be the sole agency to carry out the relief programme on behalf of the United Nations with the contributions made pursuant to resolution 399 adopted by the General Assembly at the Second Emergency Special Session on 9 November 1956. This shall not be construed to limit the right of other United Nations agencies to carry out assistance programmes in accordance with their terms of reference and in agreement with the Hungarian authorities.
8. The United Nations recognizes the Committee as an independent and autonomous organization which undertakes to perform the services envisaged in this agreement. The performance of such services will not in any way place the Committee in a subordinate position towards the United Nations, and the Committee will not be required to carry out any other task than those set forth in this agreement.
9. The Committee will submit to the Secretary-General monthly operational reports and financial reports of costs incurred in the performance of its responsibilities under this agreement.
10. The United Nations and the Committee will act in close collaboration in regard to the planning and the implementation of the programme. In particular, the Committee will extend full co-operation to any representative who may be sent to Hungary by the Secretary-General in connexion with the programme.

11. Nothing contained in this agreement will affect any of the other activities which the Committee already is carrying out or may carry out in Hungary in the performance of its traditional role.

12. This Agreement may be terminated by either party on one week's notice subject, if possible, to prior consultation. The termination of this Agreement will not affect the responsibilities of either party under the Agreement with respect to the completion of the distribution of supplies still outstanding at the date of termination.

I should greatly appreciate receiving your confirmation that the International Committee of the Red Cross accepts the proposals contained in this letter. Following such confirmation, the Secretary-General will inform the Hungarian Government of this agreement.

Accept, Sir, the assurances of my highest consideration,

For and on behalf of the Secretary-General

(signed) Georges Palthey

Deputy Director, European Office
of the United Nations

Reply dated 4 December 1956 from
the President of the International Committee of the Red Cross

Monsieur le Directeur adjoint,

Le Comité international a reçu votre lettre du 4 décembre 1956 relative à l'action de secours des Nations Unies en faveur de la population de Hongrie et du concours que notre institution pourrait prêter en l'occurrence.

J'ai le plaisir de vous faire savoir que le Comité international, qui s'occupe déjà de convoyer en Hongrie et de distribuer dans ce pays les secours de Croix Rouges accepte de se charge également des secours fournis par les Nations Unies et ce dans les conditions prévues par votre lettre, c'est-à-dire:

1. The Committee, at the request of the Secretary-General, agrees to use any funds as may be transferred to it by the United Nations for the exclusive purpose of providing immediate aid to the population of Hungary, in particular by furnishing medical supplies, foodstuffs and clothing. The responsibility assumed by the Committee in this respect will commence upon receipt of any such funds and will terminate after the distribution of relief supplies to the Hungarian population or, in the event of cessation of the programme, upon return to the United Nations of any unused portion of such funds or of supplies purchased with such funds.
2. The Committee will undertake responsibility for the distribution of such supplies as may be furnished by the United Nations. The Committee may indicate to the United Nations the types of relief goods regarded as most appropriate for the purposes of the programme.
3. In accordance with the principles of the Red Cross and in the spirit of the Geneva Conventions, the Committee will distribute relief under this programme without discrimination and on the basis of need alone.
4. While making every effort to carry out this programme as rapidly as possible, the Committee will retain sole responsibility for the schedule (French: "cadence") of distribution of relief supplies. In the event of difficulties or obstacles arising in the execution of the programme, the Committee will, if necessary, report to the United Nations but it will be solely responsible for taking appropriate measures.

5. The Committee will supply all organizational, supervisory and technical personnel, services and equipment required for the operation of the programme.
6. The United Nations will defray such administrative and operational costs of the Committee attributable to the performance of the United Nations relief programme as may be agreed between the United Nations and the Committee.
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8. The United Nations recognizes the Committee as an independent and autonomous organization which undertakes to perform the services envisaged in this agreement. The performance of such services will not in any way place the Committee in a subordinate position towards the United Nations, and the Committee will not be required to carry out any other task than those set forth in this agreement.
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11. Nothing contained in this agreement will affect any of the other activities which the Committee already is carrying out or may carry out in Hungary in the performance of its traditional role.

12. This Agreement may be terminated by either party on one week's notice subject, if possible, to prior consultation. The termination of this Agreement will not affect the responsibilities of either party under the Agreement with respect to the completion of the distribution of supplies still outstanding at the date of termination.

En me félicitant de l'accord ainsi intervenu entre l'Organisation des Nations Unies et le Comité international de la Croix Rouge, je vous prie d'agréer, Monsieur le Directeur adjoint, l'assurance de ma haute considération.

(signed) Léopold Boissier
Président du Comité international
de la Croix Rouge