

Declassified E.O. 12356 Section 3.3/NND No.

785017

ACC

10000/109/524
(VOL. IV)

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(VOL. IV)

UNRRA
FEB., MAR. 1945

405.

CSO: Latest draft agreement between the Italian Government and UNRRA is seen at folios 381-395. Mr. Hawes has placed the latest changes thereon in pencil. *These changes are only trivial, legal changes, but, —*
Please see folios 402 and 403 for latest information as to how the matter stands for the present.

To date, ~~as far as we know~~ the agreement has not been signed.

8 Mar 45

JCB
Major

406.

Ex. Com.

Mr. Keeney telephoned today he had received a message from Bonomi asking him to sign the Agreement at 11 a.m. today. As you were in the R.C. Meeting the matter was referred to the Chief Commissioner who instructed Mr. Keeney to sign.

MS/LB

JCB
P.R.
8/3/45.

TO: CSO for Ex. Comm.

360

To summarize UNRRA situation.

1. UNRRA (KEENEY) sends cable to UNRRA Hq in WASHINGTON (LEHMAN) through Ambassador KIRK, citing changes from form agreement (folio 314) as agreed to by Italian Government. This cable is at folios 331-333.
2. Acceptance reply from LEHMAN is at folio 334.
3. AFHQ Adm Memo No. 6 on UNRRA (ITALY) is at folios 338-339. Note paras 3-9 thereof.
4. To note minutes 340 and 341 for information on UNRRA procedure.
5. To see folios 344 and 345 for information on agreements.
6. Folio 347 gives information on expected UNRRA supplies.
7. Mr. KEENEY summarizes UNRRA position to HONORI at folio 354.
8. Folio 357 is letter to Italian Government's representative as to proposed press publicity when UNRRA agreement is signed.
9. To date, the agreement has not been signed, but folio 359 conveys the P.M.'s willingness to sign now.

28 Feb 45

Noted

28/2

EW

362

Ex. Com

Please see min 360 and appropriate folios. This file was reviewed by the CC with Col Fisher. Feb 28/2

MS/1/3

45220

7. Mr. KERNY summarizes UNRRA position to HONGKONG at folio 324.

8. Folio 357 is letter to Italian Government's representative as to proposed press publicity when UNRRA agreement is signed.

9. To date, the agreement has not been signed, but folio 359 conveys the P.M.'s willingness to sign now.

28 Feb 45

J. H. Kivley
Major.

28/2
Noted
EW 362

Ex. Com

Please see min 360 and appropriate folios. This file was reviewed by the CC. with Col Fisher. Feb 28/2

MS/13.

47220

Ex. Com

368.

999: Latest UNRRA proposal (folios 363-367) is to form a committee: 6 Italian Government and 6 UNRRA representatives to facilitate operations. Folio 366 describes purposes of this committee.

Their first meeting is proposed for 3 March instead of 2 March as stated in 1 Mar 45. folio 364

J. H. Kivley
Major

EW 13

MS/23

380.

CSO: 1) to read part 3 of folio 377 for info (editorial comment)
2) to note acknowledgement of our UNRRA letter (folio 352) from AMG - 8th Army at folio 379.

MS/613
J. H. Kivley
Major

6 Mar 45

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C.S.O. to C.O.S.

346

ref. folio 344/345

File returned. Memorandum has been sent to Sig.
Baroni as requested. (See ^{your file} ~~C.O.S.~~ 2208/EC)

J.A. Quangle Major

16-2-45

Sd 17/2

349

C.S.O. Ref. folio ~~342~~ 348.

It would be bad publicity to issue a directive to our field,
directing that they do not invite UNRRA into AMG areas.
The case referred to could be handled as an exception, - and not likely
to happen again.

JCS 19/2

(350)

Re: Case

I agree with minute 6. Do you?

351 ~~2~~

I agree. Better say that all commt⁴⁸
& invitaggers to UNRRA should go through

HQ A.C.

WS (25/2)

see folio 352

329.C.S.O. to Executive Commissioner:

Please note that C.C. has substituted a different letter for your folio 329, which is therefore now cancelled.

17 Feb 45

328-330. See by Maj. Keller.

J.A.Q.

SO to CC

336TO: C.S.O.

- 1) To see Major Doe's folio 335.
- 2) American Embassy (Kirk) cable to State Dept., Washington for UNRRA HQ (Lehman) is at folios 331-333 stating recommending revisions to UNRRA agreement with Italian Gov't.
- 3) State Dept's acceptance reply at folio 334.

17 Feb 45.

Si 17/2 - J.A.Q.
Major.340

Ex lme
APHQ Admin: Memo on UNRRA
at 339 - See in portfolio
Puras 8-7 on reverse of 338
Also see 333
Si 17/2.
4818

3) State Dept's acceptance reply at folio 334.

17 Feb 45.

340

Si 17/2 gcf
Major.

Ex lme
AP-HQ Admin. Bureau in VN RRA
at 339 - see in particular
Purvis 8-9 on reverse of 358
Also see 333
Si 17/2. 4718

341.

Chief Commissioner

1333

cc 483
FEB 17 RECD

VN RRA would their principals a Feb 10 (they

did not inform us our secure copy). They have
now received permission to sign & publish. No action
by AC needed - but a lesson learnt on sincerity!

1334

605

MS 17/2

✓ (W)

v3

Chief Commissioner.

P222

Attached is submitted for your information, signature/approval.

326

CC 3-5-55
1955

COS
There is no limit to 1170-4817
MS/10/2 P.A. 1007
MS/10/2

328.

Chief Commissioner.

CC 4-5-55

FEB 16 1955

1. Mr. Keeny and Mr. Hawes of UNRRA came to see me this morning in order, as they said, "to clear up the mystery surrounding the refusal of the Italian Government to sign the agreement with UNRRA".
2. They said they would be glad to have the assistance of the Allied Commission in getting the agreement signed in order that they could start work. They asked whether the Italian Government had made any representations to the Commission.
3. I told them that so far as I knew the only communication made was a very informal message from the Prime Minister to the effect that he and his Finance Minister were disturbed about the financial clauses and that Bonomi himself was a little shy of the contract altogether.
4. Mr. Keeny then said that their Italian Liaison Officer had informed them that the Italian Government were perfectly ready to sign but that the Italian Government had heard that Mr. Myron Taylor was averse to the operation of UNRRA except through ENSI and the American Relief Society. The Italian Government were in entire agreement with Mr. Taylor's contention but were frightened of signing the agreement in case they should annoy him.
5. Mr. Keeny said that so far as UNRRA were concerned they were perfectly ready to use existing agencies for the distribution of relief but they could not depart from the recognised standpoint of UNRRA which was that they should carry out their negotiations with the Government direct. Mr. Taylor's alternative that they should work through ENSI was not acceptable for the Government was represented on ENSI only up to one third.
6. Mr. Keeny added that the Italian Liaison Officer had conveyed to him the alleged impression of the Italian Government that you were in favour of

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- order, as they said, "to clear up the mystery surrounding the refusal of the Italian Government to sign the agreement with UNRRA".
2. They said they would be glad to have the assistance of the Allied Commission in getting the agreement signed in order that they could start work. They asked whether the Italian Government had made any representations to the Commission.
3. I told them that so far as I knew the only communication made was a very informal message from the Prime Minister to the effect that he and his Finance Minister were disturbed about the financial clauses and that Bonomi himself was a little shy of the contract altogether.
4. Mr. Keeny then said that their Italian Liaison Officer had informed them that the Italian Government were perfectly ready to sign but that the Italian Government had heard that Mr. Myron Taylor was averse to the operation of UNRRA except through ENSI and the American Relief Society. The Italian Government were in entire agreement with Mr. Taylor's contention but were frightened of signing the agreement in case they should annoy him.
5. Mr. Keeny said that so far as UNRRA were concerned they were perfectly ready to use existing agencies for the distribution of relief but they could not depart from the recognised standpoint of UNRRA which was that they should carry out their negotiations with the Government direct. Mr. Taylor's alternative that they should work through ENSI was not acceptable for the Government was represented on ENSI only up to one third.
6. Mr. Keeny added that the Italian Liaison Officer had conveyed to him the alleged impression of the Italian Government that you were in favour of Mr. Taylor's scheme.
7. Mr. Keeny said that it would be of great assistance to UNRRA if the Allied Commission could give him a memorandum stating that from the point of view of the Allied Commission there was no objection to the signing of the agreement forthwith.
8. The two gentlemen ended by uttering a warning that the possibility of withdrawal of some of the financial help destined for Italy and for the animosity which might arise from non-Catholics in the United States were Mr. Taylor's relief organisation to obtain monopoly of charitable work in Italy.
9. They were both quite reasonable and I recommended that the memorandum for which they ask should be sent.

MSL/JG.
16 Feb. 45

MSL
Brigadier,
Chief of Staff.

Chief Commission

323

Exh 320 also supra.

1. Mr. Hawes, the UNRRA Legal Adviser, asked my advice on the wisdom of cabling UNRRA, USA, regarding the agreement. I told him that I thought it would be premature to send any cable expressing the view that the Italian Government would or had agreed until they had the agreement safely in their pocket, signed, sealed, and delivered. I told him that whereas the Italian participants in his meetings probably expressed the Government's point of view, the signing of the agreement was obviously a matter which would have to come up at a ministerial level and that there was many a slip between Under-Secretary and Minister.

2. You may wish to discuss the matter with VP's at an early date and I will arrange for them to see the papers.

6 Feb 45

MSL/JG.

Brigadier,
Chief of Staff.

MSL
-7
I think there should be a limit to admin. expenses. That Italian Govt. should not be made to pay Transit expenses for relief for other countries, (3) Pre

Chief of Staff.

Sir,

The following is a typewritten copy of the Chief Commissioner's pencilled minute in reply to your Minute No. 323 above:

"I think there should be:

- (1) a limit to admin expense;
- (2) that Italian Government should not be made to pay transit expenses for relief for other countries;
- (3) that ENDSI should be named in the contract

Prime Minister Bonomi has informed me that Soleri says he cannot and will not put up the money and Bonomi says he does not like the contract.

4745

Chief of Staff.

Sir,

The following is a typewritten copy of the Chief Commissioner's pencilled minute in reply to your Minute No. 323 above:

"I think there should be:

- (1) a limit to admin expense;
- (2) that Italian Government should not be made to pay transit expenses for relief for other countries;
- (3) that ENDGI should be named in the contract.

4715

Prime Minister Bonomi has informed me that Scleri says he cannot and will not put up the money and Bonomi says he does not like the contract.

I think UNRRA should get this approved at higher level than Bergami before calling Washington."

8.Feb.45.

Chief of Staff.

Folio 322 is UNRRA's reply to your query at Folio 321 regarding the 15% limit on expenses paid to UNRRA.

8.Feb.45.

P. H. G. R.

324

325

466

Expenditure that Italian Govt should not be made to pay Transit expenses for relief for other countries, (3) (Pro)

2208
HEADQUARTERS ALLIED COMMISSION
APO 804
ECONOMIC SECTIONJER
8/3**ROUTING AND WORK SHEET**

Each note must be numbered and each space completely filled in. THIS WORK SHEET MUST NOT BE REMOVED FROM THE CORRESPONDENCE TO WHICH ATTACHED UNTIL ACTION IS COMPLETED AND THEN FILED WITH FILE COPIES OF COMMUNICATION TO WHICH IT PERTAINS. A line will be drawn the full width of the page under each note.

SUBJECT: Papers received from UNRRA.

MAR 7 1945

No	Date	To	REMARKS	From
1	6 Mar	Executive Commissioner:	1. Attached for your information are the following papers received from UNRRA. a. Letter from Mr. Keeny attaching copy of letter from Prime Minister Bonomi, dated 5 March accepting the revised text of the UNRRA-Government agreement. b. Copy of letter from UNRRA to Mr. Montini concerning the agreement. c. Draft of letter from UNRRA to Prime Minister Bonomi. d. Summary of Principal points of the agreement. e. Draft "A" of the agreement. (This is the draft referred to in Prime Minister Bonomi's letter of 5 March. 2. I have not received back from your office the mimeographed copy of the draft agreement with the tissue paper corrections inserted which I gave to you after the meeting held some time ago in your office. Therefore, I have no way of comparing this present draft with it to see what further changes have been made.	Major R.E. Poe ECON. SEC.

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No	Date	To	REMARKS	From

DO NOT WRITE BELOW THIS LINE

UNITED NATIONS
RELIEF AND REHABILITATION ADMINISTRATION
ITALIAN MISSION

6 March 1945

Ref. No.

TO: Major Robert E. Doe, AC
FROM: *SM Keeny* Chief, Italian Mission
SUBJECT: Agreement with the Italian Government

I am attaching for your information a copy of a letter received from Premier Bonomi, in which he agrees to the revised text of the UNRRA Agreement.

The revised text has been cabled to Washington for their approval.

Will you please inform Rear-Admiral Stone and other AC officers who are interested in the progress of the Agreement.

SMKEENY/rw

4713

785017

(Translation from letter in Italian)

The President
of the Council of Ministers

Rome, 5th March 1945

Dear Mr. Keeny,-

I have received this morning the report which was sent me on the new text of the Convention and on the various annexes which complete the agreements between the Government and your Administration and supply their interpretation.

I am happy to inform you that all those texts correspond to my intentions so that you may send them to Washington for approval.

When that approval comes, nothing will prevent the exchange of signatures, and the agreements will bring into reality the desired cooperation with your Administration.

Believe me,

Yours, most cordially

/s/ Bonomi

Rec'd 6/3/45
R-767

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3.3.45.

Copies of the Italian translations,
mentioned in the attached copy of letter
to Avv. Montini, are not included in this
set of documents.

UNITED NATIONS RELIEF & REHABILITATION ADMINISTRATION
ITALIAN MISSION

3 March 1948

Avv. Lodovico Montini,
Via Sallustiana 10,
Roma.

Dear Avv. Montini,

I am sending you herewith initialled original and carbon copy of the English text of the following:

(a) A new draft (marked "A") of the proposed agreement between the Government and UNRRA;

(b) a draft of a letter to be sent by me to the Prime Minister at the time of signing the agreement which is to be confirmed by a letter from the Prime Minister; and

(c) a summary of the principal points of the agreement, which could be used as a part of a press release on the signing of the agreement.

I am also sending you two copies of Italian translations of all these documents, which, however, are not to be regarded as official.

As you know, these have been prepared as a result of the discussions we have had in the last few days, in the course of which you presented an entirely new draft of the proposed agreement.

I understand that you propose to take up with your committee, and then with the Prime Minister, on Monday, the text of these documents. If any questions arise between now and then, or in the course of your discussions with the committee, or the Prime Minister, will you please feel free to call upon us at once for any explanations or possible further changes which you may wish.

I trust that by Monday afternoon, we will have succeeded in securing an agreement between ourselves and the Italian Government on the text of these documents. I would appreciate receiving a letter from the Prime Minister confirming the fact that the Government is ready to sign the text of the agreement as proposed and to confirm my proposed letter, if appropriate. 11

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Avv. Leovico ntini
Roma

- 2 -

3 March 1948

clearance is received by us from our Washington headquarters. With this letter I should like to receive from the Prime Minister a carbon copy of the text of the agreement and the text of my proposed letter initialled by him. We will then submit the proposed agreement to our Washington headquarters for clearance.

Copies of all these documents are being sent to the A.C. for its information.

Sincerely yours,

S.M. Keeny
Chief, Italian Mission

P.S. Article IX of our draft, following the lines of our discussions, provides that the Chief of the UNRRA Italian Mission shall act as chairman of the joint committee. I should be very happy if the chairman of the Government delegation would assume this position, and the text could be changed accordingly.

encl.

4710

DRAFT

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

ITALIAN MISSION

5 March, 1948.

His Excellency Ivance Bonomi,
President of the Council of Ministers,
ROME.

Your Excellency,

In connection with the signing of the Agreement between the Italian Government and the United Nations Relief and Rehabilitation Administration, I take pleasure in confirming the following:

1. Article V, Section 3 (b) of the Annex. It is estimated that the total amount of expenses to be incurred by UNRRA in Italian currency in Italy will be about 15% of the proposed credit. Of this amount 13% is estimated to be necessary for the operating expenses of UNRRA in connection with assistance to non-Italian displaced persons and certain others under Resolution 57, and 2% for administrative expenses.

The rate of exchange to be used in determining the amount of Italian currency to be added to the credit as equivalent to the foreign exchange costs of UNRRA is the official rate of exchange prevailing on the date of the addition to the credit.

2. Article VII (a). There is nothing in the Agreement which prevents the use of existing agencies for distribution. It will be the policy of this Mission to advocate the use of such agencies, if satisfactory, rather than to seek the establishment of new organizations. Of course, the use of any particular agency, whether existing or new, must, under the terms of Article VII(a), "be in accordance with plans which are agreed upon between the Government and UNRRA."

3. Article VII (b). Although the Administration must retain ultimate responsibility for epidemic control operations conducted under Council Resolution 57, it will be our policy to agree to a division of operating functions which will give to UNRRA

Rehabilitation Administration, I take pleasure in confirming the following:

1. Article V, Section 2 (b) of the Annex. It is estimated that the total amount of expenses to be incurred by UNRRA in Italian currency in Italy will be about 15% of the proposed credit. Of this amount 13% is estimated to be necessary for the operating expenses of UNRRA in connection with assistance to non-Italian displaced persons and certain others under Resolution 57, and 2% for administrative expenses.

The rate of exchange to be used in determining the amount of Italian currency to be added to the credit is equivalent to the foreign exchange costs of UNRRA is the official rate of exchange prevailing on the date of the addition to the credit.

2. Article VII (a). There is nothing in the Agreement which prevents the use of existing agencies for distribution. It will be the policy of this Mission to advocate the use of such agencies, if satisfactory, rather than to seek the establishment of new organizations. Of course, the use of any particular agency, whether existing or new, must, under the terms of Article VII(a), "be in accordance with plans which are agreed upon between the Government and UNRRA."

3. Article VII (b). Although the Administration must retain ultimate responsibility for epidemic control operations conducted under Council Resolution 57, it will be our policy to agree to a division of operating functions which will give to the Italian Government the largest possible share of the actual epidemic control work aside from that to be carried on among displaced United Nations nationals.

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1

4. Article IX. The Joint Committee is intended to be used for all matters of general interest, and particularly for all matters of interest to more than one agency of the Italian Government. Where a question involves only one agency of the Italian Government and is not of general interest, it is proposed to deal directly with that agency, keeping the Joint Committee informed of any important arrangements thus concluded, by furnishing the chairman of the two delegations with copies of the correspondence or in any other way which seems desirable.

5. Article XIV (a). It is agreed that the Administration and its staff will enjoy in Italy, immediately after the signature of the Agreement, the immunities, facilities, privileges and exemptions mentioned in Section I, 1 and 3 (c) of Resolution 32 and Section I, 1 (a) of Resolution 34, to the extent that such immunities, facilities, privileges and exemptions are normally granted to diplomatic representatives in Italy in the performance of their official functions. The recommendations in Section I, 3 (d) of Resolution 32 and Section I, 1 (b) of Resolution 34 for the grant of additional immunities, facilities and privileges are subject to further negotiation between the Government and the Administration.

6. Cases of dual nationality. In conformity with the request of the Italian Government, the following language, included in an earlier draft of the Agreement, has been eliminated from the final text:

"Administration personnel who are nationals of Italy but who are not permanent residents of Italy and who have by naturalization or otherwise acquired another nationality shall be entitled to the same privileges and immunities as Administration personnel who are not nationals of Italy or permanent residents thereof."

The Italian Government, however, gives assurance that, if there should arise in practice any such cases of nationality as are contemplated by the quoted paragraph, they will be favorably considered by the Government so as to grant, to UNRRA personnel to whom the quoted paragraph would apply, the same treatment under the Agreement as is granted to UNRRA personnel who are not nationals or permanent residents of Italy.

I shall be happy if you will confirm your acceptance of the position of UNRRA as stated in this letter.

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extent that such immunities, facilities, privileges and exemptions are normally granted to diplomatic representatives in Italy in the performance of their official functions. The recommendations in Section I, 3 (a) of Resolution 32 and Section I, 1 (b) of Resolution 34 for the grant of additional immunities, facilities and privileges are subject to further negotiation between the Government and the Administration.

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The Italian Government, however, gives assurance that, if there should arise in practice any such cases of nationality as are contemplated by the quoted paragraph, they will be favorably considered by the Government so as to grant, to UNRRA personnel to whom the quoted paragraph would apply, the same treatment under the Agreement as is granted to UNRRA personnel who are not nationals or permanent residents of Italy.

I shall be happy if you will confirm your acceptance of the position of UNRRA as stated in this letter. 4708

Assuring you of our highest esteem,

Sincerely yours,

S. M. LANNY
Chief, UNRRA Italian Mission.

SUMMARY OF THE PRINCIPAL POINTS OF THE AGREEMENT
BETWEEN THE ITALIAN GOVERNMENT AND UNRRA.

1. UNRRA is to furnish supplies and services, costing up to \$50,000,000 in foreign exchange, for three general programs in Italy:
 - (a) care of, and welfare services for, children and nursing and expectant mothers;
 - (b) assistance in the care and return to their homes of Italian refugees; and
 - (c) the provision of medical and sanitary aid and supplies.
2. UNRRA is also to furnish supplies and services for two other programs:
 - (a) care of non-Italian refugees in Italy, and
 - (b) control of epidemics in Italy.
3. The cost of these supplies and services incurred in foreign exchange is, under present arrangements, to be borne entirely by UNRRA, without charge of any kind to Italy.
4. Except in connection with operations for the benefit of non-Italians, the Government will have, however, the responsibility for distributing all supplies. Distribution will be carried out by the Government in accordance with UNRRA principles and in accordance with plans agreed upon with UNRRA.
5. As a contribution to the relief programs of UNRRA, the Government undertakes to bear the costs of the programs incurred in Italian currency in Italy up to an amount in lire matching UNRRA's foreign exchange expenditures. These costs include expenses of storage, transportation and distribution of supplies and expenditures for the purchase of local fuel and produce to supplement food furnished by UNRRA. (A similar requirement is made by UNRRA of every country receiving its relief supplies).
6. Some of the supplies furnished by UNRRA may be sold by the Government to recover part of its expenses but only to the extent that this does not deny relief to the needy.
7. A Joint Committee of Government and UNRRA representatives will recommend terms of supplementary agreements covering such matters as methods of distribution, selection of recipients, amounts of supplies to be sold and sale prices.
8. Part of the funds made available by the Government will be used to pay the expenses in Italian currency directly incurred by UNRRA in Italy, for its operations.

exchange is, under present arrangements, to be borne entirely by UNRRA, without charge of any kind to Italy.

4. Except in connection with operations for the benefit of non-Italians, the Government will have, however, the responsibility for distributing all supplies. Distribution will be carried out by the Government in accordance with UNRRA principles and in accordance with plans agreed upon with UNRRA.

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6. Some of the supplies furnished by UNRRA may be sold by the Government to recover part of its expenses but only to the extent that this does not deny relief to the needy.

7. A Joint Committee of Government and UNRRA representatives will recommend terms of supplementary agreements covering such matters as methods of distribution, selection of recipients, amounts of supplies to be sold and sale prices.

8. Part of the funds made available by the Government will be used to pay the expenses in Italian currency directly incurred by UNRRA in Italy: for its own administrative overhead (estimated at 3%), and for the care of non-Italian refugees (estimated at 13%).

9. The remainder of the funds will be available for payment of the Government's expenses under the program.

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10. UNRRA's Mission and personnel in Italy are to be given diplomatic facilities and immunities corresponding to their position.

11. The Agreement is terminable upon six months' notice from either party.

4708

DRAFT "A"

[As corrected in pencil, agreed to by Prime Minister Bonomi, 5/3/45. - G.H.K.]

AGREEMENT between the Government of Italy and the United Nations Relief and Rehabilitation Administration.

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 53 of the Council of UNRRA, certain programs for assistance to Italy were approved; and

WHEREAS, by Resolution 57 of the Council, 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 have agreed to the following:

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 53; 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 4205 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 _____

and

The UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION, represented by _____

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 ~~program of relief and rehabilitation assistance~~ ^{program of assistance} falling within the following categories and will furnish for such assistance 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

Article II

Assistance for Italy

(a) Pursuant to Resolution 58 and subject to the conditions and limitations provided in this Agreement, UNRRA will cooperate with the Government in ~~better and rehabilitation assistance falling~~ ^{program} within the following categories and will furnish for such assistance 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

Programs 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

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and repatriation or return of displaced persons *referred to in the I*
~~Resolution 58~~ (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 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 programs of UNRRA, the
Government, on its part, accords 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

will furnish to Italy. The liability thus assumed will be met by 4803

In accordance with Section 2 (b) of Resolution 57 and Section 3 (b) of Resolution 59, all relief 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 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 ~~will~~ furnish to Italy. The liability thus assumed will be met by making funds available for payment of the following expenses:

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- (i) expenses incurred in Italy in Italian currency in the execution of relief programs contemplated by this Agreement and authorized by Resolution 57 or Resolution 59;
- (ii) administrative expenses incurred by UNRRA in Italy in Italian currency;
- (iii) expenses of additional relief programs in Italy of similar character to those referred to in Resolution 59.

As an indication of its desire to participate in the cooperative endeavour represented by the relief and rehabilitation programs of UNHRA, the Government will consider also the possibility of devoting a part of the balance of these funds, at the request of UNHRA, (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 or 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 IXI.

Article VI

Principles of distribution and administration.

The supplies and services provided by UNHRA 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.

(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 UNHRA 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. 02 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 UNHRA. In order to recover part of its expenditures under this Agreement, the Government may distribute some of such supplies through sales, but ~~supplies so~~ ~~furnished may~~

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be 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

Administration 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 programs contemplated by this Agreement.

Article IX

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Article VIII

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Article IX

(As an additional measure to assure such cooperation, a)
(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 ^{by} the President 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 Commissioner 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 Commissioner for Food~~

(v) ~~High Commissioner 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.

(e) ~~The Joint Committee is authorized:~~

(1) 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; terms on which supplies are to be transferred to the recipients, including prices to be charged.

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(u) 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.

(e) The Joint Committee is authorized:

- (1) to formulate, consider, and recommend supplementary agreements to be concluded between the Government and UNRRA (as represented by the Chairmen 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; 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.

- (11) 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 the Administration, namely, assistance to displaced and other persons under

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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.

(d) ~~A~~ The Chairmen 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 fulfillment of the respective obligations of the parties under this Agreement.

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, 400,000

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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) The operations of the ^{Article XIV} Operational Exemptions and Facilities

57 and 58 will benefit by the following ^(Exemptions and) facilities:

(1) exemption from ^{any} tax & duty;

(2) postal franchises;

(3) free transportation of supplies.

such records. It will furnish UNHRA with such reports, records, and information as UNHRA shall request pertaining to relief and rehabilitation and necessary to the discharge of UNHRA's responsibilities.

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→ Italy to diplomatic representatives.

^{Article IV}
The operations of the ^{Operational Exemption and Facilities} program authorized by Resolutions

57 and 58 will benefit by the following facilities:

- (1) exemption from every tax or duty;
- (2) postal franchise;

(iii) free transportation of supplies and other material over transportation facilities operated by the Government;

(iv) ~~the~~ 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 UNHRA Italian Mission, similar to those granted to the Italian armed forces.

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Article IV

Taxation

(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 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.

Re-export of UNRRA supplies

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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 ^{after six months} time 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.

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which shall effect a termination of this Agreement fifteen days after its receipt by UNHRA. 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.

Done in the English language in the city of Rome this
day of 1945.

ANNEX I

(Resolution 58)

ANNEX II

(Resolution 57)

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:

(1) On or before _____, the Government shall establish a credit in the amount of 50 million ⁴⁰³⁵

for the territory of Italy, the possession by UNRRA of the status and powers conferred upon it by the Agreement of November 9, 1945.
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(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:

(1) On or before _____, the Government ⁴⁰³⁵ 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} Government 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 ^{Regulation 58,} Article ^{II} of this Agreement, 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

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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 obligations. 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.

(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

under the Agreement, shall be returned to the Government or credited against its obligations. 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.

(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

(The Chairman of the Joint Committee, in agreement with the Chairman of the Government)

(ii) above, ~~UNRRA or the Government (with UNRRA's~~

delegation, may authorize the use of the balance of such credit by UNRRA or the

~~agreement) may utilize such credit for other purposes~~ *(agreement)*

in accordance with programs jointly formulated and agreed

to by the Government and the Administration. 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^c 57 and 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 or in conflict with the Government's engagements of an international character.

(c) UNHRA 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} within six months after the inception of the program undertaken pursuant to either Resolution 57 or Resolution 58, in the light of an examination of the situation then prevailing. The provisions of Article IV are accordingly subject to revision by UNHRA, but no such revision shall be effective before the end of six months after the date of this Section 3. Personnel.

(e) UNHRA shall be free:

- (1) to bring into Italy personnel of such types and in such numbers as it deems necessary to discharge

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} within six months after the inception of the program undertaken pursuant to either Resolution 57 or Resolution 58, in the light of an examination of the situation then prevailing. The provisions

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~~(e) UNRRA shall be free:~~

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~~(1) to bring into Italy personnel of such types and~~

~~in such numbers as it deems necessary to discharge effectively its responsibilities under this Agreement, the Agreement of November 9, 1943, and the Council~~

~~Resolutions; and~~

~~(11) to employ residents of Italy to the extent that it deems necessary for the effective discharge of those responsibilities.~~

(a) ~~(b)~~ 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

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employ qualified residents of Italy for its operations under this Agreement.

(1) (a) 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 coverage 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) (a) 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.

(1) (a) 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.

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Section 4. Furnishing of local property. Property and

payable by the employees and UNRRA for such coverage 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) ~~Let~~ 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~~ 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,

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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.

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Tel Ext: 93.

HEADQUARTERS
ALLIED MILITARY GOVERNMENT
EIGHTH ARMY

Subject: UNNRA.

Executive Commissioner,
H.Q. Allied Commission,
A.P.O. 394.

OA/67/2

2 Mar 45.

MAR 5 1945

1. Reference your 2208/EC of 22nd February, 45.
2. Instructions contained therein have been noted for guidance.

HEADQUARTERS

5 MAR 1945

A. C.

Group Captain

Officer Commanding

H.Q., A.M.C. EIGHTH ARMY

see M 380

TRANSLATION

From " IL GLOBO " of 29 February 1945

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cil
The duration of the war very much depends on the way in which Allied tonnage is handled. How are we to spare the Allied tonnage? By not using every ship granted to us to import products but the equipment necessary for multiplying these products by Italian work. Lists of instruments, of means to produce, of materials required by factories which would enable us to help ourselves, are now being considered by the Interministerial Committee for Reconstruction.

We offer our sailors, both those who are prisoners in the United States and those who are out of work in Italy, for the United Nations' pool. It is well known that the huge development of ship building, which has made victory on Germany possible, has also far exceeded the possibility of training crews and officers for the merchant service. Italy offers crews formed by sailors and officers who are certainly not inferior to other crews tradition and experience.

Negotiations are being carried on. Procedures are being studied, telegrams are being exchanged. The colour of the flag which is to wave over these ships is being discussed (by international law, the flag must bear the colours of the country which pays the men and protects their lives).

Italian help cannot be refused. Otherwise it might be thought that the Allies do not really wish to shorten the war.

- 2 -

The Committee for the control of prices

Yesterday morning a Committee for the coordination and control of prices in the province of Rome has been constituted.

The Committee, whose president is the Prefetto of Rome, will have the same authority as the corresponding interministerial Committee within the province. Members of it are: a representative of Agriculture, a representative of Commerce, appointed by the Camera di Commercio; a representative of workers appointed by the CGL, one belonging to the provincial office of work, an official from SEPRA and an official from Enac.

The Committee must immediately establish the price of bread and pasta for the province of Rome.

- 3 -

From " ITALIA LIBERA " of 28 February 1945

Help from America which may be lost at the last moment. - A danger **40123**
must be immediately averted.

By American initiative, the United Nations have created a charity organization called U.N.R.R.A. (United Nations Relief and Rehabilitation Administration) and have allotted it sufficient funds to help the people of the United Nations. Italy, which is not yet officially considered one of them, could be excluded

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- 3 -

From "ITALIA LIBERA" of 28 February 1945

Help from America which may be lost at the last moment. - A danger
must be immediately averted. **4123**

By American initiative, the United Nations have created a charity organization called U.N.R.R.A. (United Nations Relief and Rehabilitation Administration) and have allotted it sufficient funds to help the people of the United Nations. Italy, which is not yet officially considered one of them, could be excluded from the help of U.N.R.R.A. But owing to President Roosevelt's intervention and in spite of some opposition which was later withdrawn, fifty million dollars have been allotted to Italy for giving help to children, nursing mothers, pregnant women, Italian refugees can be taken, and sent back to their homes, medicines distributed, epidemics fought, non-Italian refugees in Italy helped. A small quantity of the foodstuffs, especially milk, and of medicines bought with the fifty million dollars has already been delivered to Italy; the rest is on the way and will soon arrive. It seems to us that the Italians can only be thankful. But... life is difficult. Complications arise at the very moment when help is obtained. U.N.R.R.A. wishes to distribute its gifts through its own agents, to limit its expenditures to the materials it provides, and asks the governments of the people it helps to take their share in administration expenses. It is therefore necessary for a financial agreement between U.N.R.R.A. and the Italian Government to be made. The text of the agreement is complicated, as American texts always are, and it is written in terms that do not help us to understand the facts.

After some.....

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After some uncertainty, the Italian Government had decided to accept these facts without discussion. And it could not help doing so, because the benefit given by U.N.R.R.A. is evident and tangible. There is however another organization which gives important benefits to Italy i.e. the Italian Relief; this is purely American, and it is managed by a man whom we all appreciate and admire, Mr. Myron Taylor. Unfortunately a certain contrast has arisen between U.N.R.R.A., and Italian Relief; the Italian Government therefore has asked the two organizations to come to an agreement before it signs facts with U.N.R.R.A.- This is the situation at the present moment and it is full of danger. Lawyers are not always the best persons to settle disputes. Unless the agreement is signed within the next few days certain ships on their way to Italian harbours on the Adriatic may be deviated to the opposite shores. It is impossible to tell when other ships will be available. Besides this, the impression on American public opinion would be disastrous if the Italian Government refused such an important gift, even if this was done so as not to hurt the Allies' susceptibility. We must not wash our hands of the matter, but insist on the agreement being made at all costs. We feel sure that Mr. Myron Taylor who has already done so much for Italy, will exert his authority to overcome all bureaucratic obstacle. The saving of thousands of women and children depends on whether the agreement is signed or not.

- 4 -

From " IL GLOBO " of 28 February 1945

Price of gold not increased in the United States.

The American Government opposed the draft of a law presented to the House of Representatives according to which the price of gold was to be brought up to 50 dollars per ounce. (Kauter).

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1965

No	Date	To	REMARKS	From
1	² mar 45	Exec. Comm.	Attached copies of correspondence concerning UNRRA food shipments expected by 16 March for your information.	Pch POST OFFICE MILAGRO
4687				

4687

Declassified E.O. 12356 Section 3.3/NND No.

785017

Page

No	Date	To	REMARKS	From

DO NOT WRITE BELOW THIS LINE

Copies:
Avv. Montini
Cochran (2)
Maj. Doe ✓
Hackman
Keeny
Registry (2)
Washington

Attachment mentioned is memo from Hackman to Keeny, dated 1/3/, entitled "Resume of Receipts and Manifests for Delivery through 16 March" of which you received copy from Hackman.

2 March, 1945

Hon. Myron Taylor
Chairman, American Relief for Italy
ROME

Dear Mr. Taylor:

In response to your telephoned request of yesterday, I am enclosing herewith a summary by commodities of the 4383 tons of food stuffs signalled for arrival by March 16th.

As Mr. Hackman notes, we do not have details on the estimated 8500 tons allocated for March.

With reference to your question about milk, you will note that only 50 tons of evaporated and 185 of dried milk are on the ships already signalled. We have asked that one fourth of our food tonnage be sent as dried milk -- at least in the first shipments.

Our supply people in the States are inclined to send us dried skimmed milk, but we are pressing for a higher percentage of dried whole milk.

I am asking our Supply man, Mr. Hackman, to give me additional data on milk as soon as he gets them, and shall share them with you.

The estimated landing costs shown on the enclosed are only rough estimates.

Sincerely yours,

4638

S. M. Keeny
Chief, Italian Mission

SMKeeny/lr
(Dictated but not read)

Enclosure - 1

785017

U N R A - Italian Mission

MEMORANDUM

TO: S.M. Keary

Ref: 8/23

FROM: A.D. Buchanan

1 March, 1945

SUBJECT: Resume of Receipts and Manifests for Delivery
Through 16 March.

There follows the quantities in long tons of UNRRA foodstuffs arrived in Italian ports and signalled for receipt by March 16.

	Received.	Due.	Total.	Est. landed cost
Evap. Milk	50	-	50	\$15,432
Dried Milk	67	112	185	\$74,592
Peanut	45	982	1027	\$161,033
Beans	100	1043	1143	\$217,650
Dried Codfish	-	974	974	\$349,081
Canned Mackerel	-	275	275	\$175,520
Sugar	357	-	357	\$59,976
Soap	10	17	27	\$12,700
Margarine	-	345	345	\$141,320
TOTAL:	629	2721	3350	\$1,107,104

We have not yet received a signal with details on the additional ship due in March, but we have been officially informed that it will be a full ship of approximately 8500 Tons. We expect that between 1500 and 2,000 tons of dried milk will be included in this shipment.

AM/HR

cc: Cochran (2)
Maj. Doc. and
Barrister
Prof. Borgatti
Registry
Bureau.

4685

2/2/45

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RESTRICTED

PARAMARIBO CAL 1207.

25 February 1945

AGREED TO CCS.

UNRA 31111111.

	CRITCHFIELD	TODD	COOPER	TRAIN
Pean		982		
Shoes		151		
DDT powder			1	
Canned mackerel				275
Burlap bags		34		
Pinto beans			1,009	34
Folding cots		745 lb		
Dried codfish			538	436
Dried milk	29		118	
Toilet soap		17		
Trucks International		229	(74 trucks)	
Ascorbic acid		5		
Findings		425 lbs.		

202 long to no sugar was shipped on MELVILLE JACOBY
instead of on NICK STONER.

AB/ur

cc: Keeny
Hodgatts
Hickman (2)

Major Doe ✓

4684

1/2/45

0587

③
2-11-45

HEADQUARTERS ALLIED COMMISSION
APO 394
Office of the Executive Commissioner

2 March 45

MEMORANDUM:

TO : CSO

Major Quayle has stated that the Chief Commissioner directs that the UNRRA liaison officer transmit to G-5, AFHQ, through the Office of the Executive Commissioner, copies in duplicate of all pertinent matter concerning UNRRA's operations in Italy. Such copies should be immediately sent forward to the office of the Executive Commissioner upon receipt. In the recent past there has been considerable confusion and delay in such transmission and it is urgently requested that steps be taken by the Economic Section to insure that Major Doe's responsibilities to AC as UNRRA's liaison are clearly understood.

[Signature]
Chief Staff Officer
Executive Commissioner

NOTE:

The original of this was handed over to General McKinley by the Executive Commissioner.

4083

2 Mar 45

MEMORANDUM:

TO : GSO

Major Quayle has stated that the Chief Commissioner directs that the UHRA liaison officer transmit to G-5, AFHQ, through the Office of the Executive Commissioner, copies in duplicate of all pertinent matter concerning UHRA's operations in Italy. Such copies should be immediately sent forward to the office of the Executive Commissioner upon receipt. In the recent past there has been considerable confusion and delay in such transmission and it is urgently requested that steps be taken by the Economic Section to insure that Major Doe's responsibilities to AC as UHRA's liaison are clearly understood.


Chief Staff Officer
To Executive Commissioner

NOTE:

The original of this was handed over to General McKinley by the Executive Commissioner.

2 Mar 45

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2. 44 1945

SUBJECT: UNRRA Supplies

No	Date	To	REMARKS	From
1	1 st Mar 45	Exec. Commission	1. For your information. 2. A break-down of this tonnage is expected shortly, and a copy will be sent to you.	(PCH) RECEIVED MAR 14 1945

4682

Declassified E.O. 12356 Section 3.3/NND No. 785017

Page

No	Date	To	REMARKS	From
				0083

DO NOT WRITE BELOW THIS LINE

U N R R A - Italian Mission

MEMORANDUM

TO: Headquarters, Allied Commission Ref: S/32
FROM: Elizabeth Fearnside *Ref: S/32* 28 February 1945
For attention of: Economic Section - Major Doe
Food Sub-Commission - Col. Legge
Transportation Sub-Commission - Lt. Col. Baifour
SUBJECT: Expected Arrivals UNRRA Supplies.

UNRRA was notified in AFHQ Signal EX. 34050 of 27 February of the following ships:-

1. In UGS.74 SS THOMAS TODD
2. In UGS.75 SS J. FRANK COOPER

carrying 1942 tons of UNRRA supplies.

EE/mr

cc: ADV. Lodovico Montini
Bannister
Keeny
Hackman
Registry(2)

UNRRA was notified in ARHQ Signal RX.34050 of
27 February of the following ships:-

1. In UGS.74 SS THOMAS TODD
2. In UGS.75 SS J. FRANK COOPER

carrying 1942 tons of UNRRA supplies.

ET/HR

cc: AVV. Lodovico Montini
Bennister
Kenny
Hackman
Registry(2)

Declassified E.O. 12356 Section 3.3/NND No.

785017

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27/11

22084

Memorandum 367

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

ITALIAN MISSION

31

His Excellency Ivoce Bonomi,
President of the Council of Ministers,
Rome.

27 February, 1945.

MAR 1 - 1945

Your Excellency,

In the light of your letter of 22 February and because of the imminent arrival of substantial shipments of UNRRA supplies, as indicated in my letter to you of 22 February, I am writing to suggest that the joint Committee, previously discussed with Avv. Montini, be established immediately. It had been my intention to await the actual signature of the agreement before proposing its establishment. Now, however, it would seem desirable to have such a Committee organized and convened at once in order to prepare plans for the distribution of the anticipated shipments, on the assumption that the agreement will be signed shortly.

The proposal which follows is along the lines of our discussion with Avv. Montini.

The principal function of the Committee would be to formulate plans for operations which, under the terms of the

4083

/proposed

785017

and because of the imminent arrival of UNHRA supplies, as indicated in my letter to you of 22 February, I am writing to suggest that the joint Committee, previously discussed with Avv. Montini, be established immediately. It had been my intention to await the actual signature of the Agreement before proposing its establishment. Now, however, it would seem desirable to have such a Committee organized and convened at once in order to prepare plans for the distribution of the anticipated shipments, on the assumption that the Agreement will be signed shortly.

The proposal which follows is along the lines

of our discussion with Avv. Montini.

The principal function of the Committee would be to formulate plans for operations which, under the terms of the 2083 /proposed

From: Icon Sec.

To: Exec. Comm.

Date: 1 MAR 45.

proposed Agreement, require the agreement of the Government and the Administration. Specifically, it would be called upon to formulate plans for:

- (1) The distribution of supplies, as contemplated by Article IV (e) of the proposed Agreement;
- (2) The division among Government agencies, under Article VI (d) of the proposed Agreement, of that part of the Italian currency credit which will not be directly expended by the Administration;
- (3) The sale of certain of the supplies to be furnished by the Administration, and the terms of such sales.

In addition, the Committee would exercise general supervision over operations under the proposed Agreement (except those which are the exclusive responsibility of the Administration, namely, assistance to displaced United Nations nationals).

Matters which do not concern more than one agency of the Government might, however, be dealt with directly with the agency involved.

The Committee would be kept generally informed on such matters, through the chairmen of the Government and Administration delegations, by furnishing them with copies of correspondence, or in any other way which seemed desirable.

The representatives of the Government would be six in number, one person being chosen by, and to represent, each of the following

currency credit which will not be directly expended by

the Administration;

- (3) The sale of certain of the supplies to be furnished by the Administration, and the terms of such sales.

In addition, the Committee would exercise general supervision over operations under the proposed Agreement (except those which are the exclusive responsibility of the Administration, namely, assistance to displaced United Nations nationals).

Matters which do not concern more than one agency of the Government might, however, be dealt with directly with the agency involved.

The Committee would be kept generally informed on such matters, through the chairmen of the Government and Administration delegations, by furnishing them with copies of correspondence, or in any other way which seemed desirable.

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The representatives of the Government would be six in number, one person being chosen by, and to represent, each of the following Government agencies:

1. The Presidency

0 6 9 7

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1. The Presidency of the Council of Ministers and the High Commissariat of Food,
2. The Ministry of Foreign Affairs (General Direction of Economic Affairs),
3. The Ministry of the Interior (Direction of Public Health),
4. The Ministry of the Treasury (General Accounts of the State),
5. The High Commissariat for Refugees, and
6. The Court of Accounts.

It is my understanding that Mr. Montini would represent the Presidency of the Council of Ministers and the High Commissariat of Food and that, in accordance with your letter of 9 February, he would act as chairman of the Government delegation.

This Administration would be represented by its Chief of Mission, and by the following heads of divisions:

Miss Phoebe Hannister, Acting Director of Welfare
Mr. Abe Hackman, Director of Supply
Mr. C. E. Hodgett, Chief Administrative Officer
Mr. A. A. Sorieri, Director of Displaced Persons
Dr. Dudley A. Reekie, Director of Health.

The Chief of Mission would act as chairman of the Administration delegation and, if you agree, as chairman of the Committee.

The members of the Committee other than the two chairmen would have purely advisory functions. Where agreement between the Government and the Administration was required, either by the Government of the proposed agreement or otherwise, the two chairmen would have complete authority to conclude such an agreement.

5. The High Commissioner for Refugees, and

6. The Court of Accounts.

It is my understanding that Avv. Montini would represent the Presidency of the Council of Ministers and the High Commissioner of Food and that, in accordance with your letter of 9 February, he would act as chairman of the Government delegation.

This Administration would be represented by its Chief of Mission, and by the following heads of divisions:

Miss Phoebe Bannister, Acting Director of Welfare
Mr. Abe Hackman, Director of Supply
Mr. C. E. Hodgetts, Chief Administrative Officer
Mr. A. A. Serieri, Director of Displaced Persons
Dr. Dudley A. Reekie, Director of Health.

The Chief of Mission would act as chairman of the Administration delegation and, if you agree, as chairman of the Committee.

The members of the Committee other than the two chairmen would have purely advisory functions. Where agreement between the Government and the Administration was required, either by the terms of the proposed Agreement or otherwise, the two chairmen would have complete authority to conclude such an agreement .

/I attach

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-4-

I attach a memorandum setting forth a suggestion as to the procedure to be followed by the Committee, which might be discussed in more detail later upon its organization.

Please let me know if this proposal meets with your approval. If it does, I suggest that the first meeting of the Committee be held at this office on Friday, March 2, at 10 a.m., to discuss plans for the distribution of supplies already arrived and expected shortly, with particular reference to distribution in the Province of Grosinone.

Assuring you of our highest consideration,

Sincerely yours,

S. M. HENRY
Chief, UNRRA Italian Mission.

SRHAKS/mds

c.c. Keeney
Hawes
Cochran
Registry (E)
Washington
London
Major Doe, M.A.C.

4077

arrived and expected shortly, with particular reference to
distribution in the Province of Grosinone.

Assuring you of our highest consideration.

Sincerely yours,

D. M. KEENE
Chief, BRERA Italian Mission.

ABHAWES/mgs

c.c. Keene
Hawes
Cochran
Registry (2)
Washington
London
Major Doe, HQ.A.C.

4077

28/2
7

363

SUGGESTED PROCEDURE FOR COMMITTEES.

1. Generally speaking, the procedure of the Committee should be kept as informal as possible consistent with efficiency of action.
2. The place of meeting will be agreed upon by the Chairman of the two delegations and may be changed from time to time.
3. Meetings shall be called by the Chairman of the Committee on his own motion or on request of the Chairman of the Government delegation. Notice of meetings shall be given to the Chairman of the Government delegation for all members of the Government delegation. It may be given in any way which actually informs the Chairman of the call for a meeting. The Chairman of each delegation is responsible for notifying the other members of his delegation.
4. The adequacy of the attendance of each delegation shall be determined by the Chairman of the delegation. Alternates may attend in place of any members. Each delegation is entitled to use its own interpreter. Other persons may attend meetings only with the consent of both Chairmen.
5. Minutes of meetings will be kept in English, but translations into Italian will be furnished to the Government delegation at the request of its Chairman.

22081

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UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

ITALIAN MISSION

26 February, 1945.

His Excellency Bonomi,
President of the Council of Ministers,
Palazzo Venezia,
Rome.

FEB 27 1945

359

Your Excellency,

I have received your letter of 23 February with much pleasure.

I am delighted to know that you are prepared to conclude an agreement along the lines of the summary which was enclosed in my letter to you of 22 February.

You express the wish that the draft of the text might be prepared along these lines. Since the summary is only an outline, necessarily incomplete, of the text of the agreement which was initialed by Mr. Montini on 6 February, there appear to be no further steps to be taken before proceeding to signature of that text.

I am writing to ask you, therefore, to fix a date for a meeting between ourselves to sign the agreement.

Assuring you of our highest esteem.

Sincerely yours,

S. M. KERRY
Chief, USARA Italian Mission.

ABHAKS/mbs

Copy to Mr. Montini.

4075

785017

I am delighted to know that you are prepared to conclude an agreement along the lines of the summary which was enclosed in my letter to you of 22 February.

You express the wish that the draft of the text might be prepared along those lines. Since the summary is only an outline, necessarily incomplete, of the text of the agreement which was initiated by Mr. Montini on 8 February, there appears to be no further steps to be taken before proceeding to signature of that text.

I am writing to ask you, therefore, to fix a date for a meeting between ourselves to sign the agreement.

Assuring you of our highest esteem,

Sincerely yours,

S. M. KEENE
Chief, United States Mission.

ABHAWES/eds

Copy to Mr. Montini.

C.C. Keane
Hawes
Cochran
Registry (2)
Washington
London

Major Doe, A.C.

4075

Copy to: Exec. Comm. 1/2

0304

785017

Translation

Rome, 23 February, 1945.

To: E. K. Keeny,
Chief, UNRRA Italian Mission,
Rome.

FEB 26 1945

I have received your letter dated 22 instant, for which I thank you.

The necessity to evaluate thoroughly the commitments of the Government and to examine the text in its proposed form have delayed my answer on the Agreement.

Together with your letter I have read the "Summary of the Agreement", which shows clearly the terms of the relations which will be established between the Italian Government and the Administration.

I want to tell you at once that I shall be very pleased to conclude, along the lines of this Summary, the agreement destined to bring a beneficial and indispensable assistance to our Country.

I wish, therefore, that the draft of the text may be done along these lines, so that the Agreement may be signed at once, making it possible to use the supplies due to arrive as you say in your letter.

With best regards,

4074

Copies to:-
Keeny
Hawes
Coates

(Signed) IVANNA BONOMI

The President of the

the Government and to examine the text in its proposed form have delayed my answer on the Agreement.

Together with your letter I have read the "Summary of the Agreement", which shows clearly the terms of the relations which will be established between the Italian Government and the Administration.

I want to tell you at once that I shall be very pleased to coincide, along the lines of this Summary, the agreement destined to bring a beneficial and indispensable assistance to our Country.

I wish, therefore, that the draft of the text may be done along these lines, so that the agreement may be signed at once, making it possible to use the supplies due to arrive as you say in your letter.

With best regards,

4072

Copies to:-

Kenny
Hawes
Cochran
Registry (2)
Washington
London
Major Eos, A.C. ✓

(Signed) IVANHOE BOSCHI

The President of the Council.

Copy to: Exec Comm

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Declassified E.O. 12356 Section 3.3/NND No.

785017

Page

No	Date	To	REMARKS	From
				0033

DO NOT WRITE BELOW THIS LINE

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

ITALIAN MISSION

Avv. Ledovico Mantini,
Via Mallustiana 10,
Rome.

Dear Avvocato Mantini,

28 February, 1948.

I am enclosing herewith a copy of a draft summary of the proposed Agreement between the Italian Government and UNRRA, which could be made public at the time the Agreement is signed.

You have also asked me to suggest what statement might be made on two points which are not covered by the Agreement. The following statement on these two points might well be included in a General Press release, issued at the time that the Agreement is signed:

"Mr. Keeny said in further explanation that the appropriation of \$50,000,000 for Italian relief, while under no time limit, was being budgeted for expenditure over a period of one year. He added that, on the basis of present plans, the non-Italian staff of UNRRA's Italian Mission is expected to consist of about 75 persons connected with the programs for the benefit of Italy and of about 150 persons connected with the hospitals and centres serving for non-Italian refugees."

The Agreement, in several places, refers to the necessity for further agreement between the Government and the Administration. For example, in Article VI (d), the balance of the lire credit remaining after payment of UNRRA's direct expenses may be released for expenditure upon agreement of the Government and UNRRA. In Article II (a), UNRRA is to undertake relief programs in Italy "in agreement and cooperation with the Government". The question has been raised as to what would happen if the two parties failed to reach agreement on such points.

If agreement on the expenditure of the balance of the lire credit were not reached, the balance would simply remain an unspent credit.

I am enclosing herewith a copy of a draft summary of the proposed Agreement between the Italian Government and UNHRA, which could be made public at the time the Agreement is signed.

You have also asked me to suggest what statement might be made on two points which are not covered by the Agreement. The following statement on these two points might well be included in a General Press release, issued at the time that the Agreement is signed:

"Mr. Keeny said in further explanation that the appropriation of \$80,000,000 for Italian relief, while under no time limit, was being budgeted for expenditure over a period of one year. He added that, on the basis of present plans, the non-Italian staff of UNHRA's Italian Mission is expected to consist of about 75 persons connected with the programs for the benefit of Italy and of about 150 persons connected with the hospitals and centres caring for non-Italian refugees."

The Agreement, in several places, refers to the necessity for further agreement between the Government and the Administration. For example, in Article VI (d), the balance of the lira credit remaining after payment of UNHRA's direct expenses may be released for expenditure upon agreement of the Government and UNHRA. In Article II (a), UNHRA is to undertake relief programs in Italy "in agreement and cooperation with the Government". The question has been raised as to what would happen if the two parties failed to reach agreement on such points.

If agreement on the expenditure of the balance of the lira credit were not reached, the balance would simply remain an unspent entry on the Government's books. If agreement on the relief programs were not reached, the importation

/of supplies

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of supplies and the furnishing of services for the progress would necessarily cease. This is generally true because of the provision in Article II (c) that the furnishing of supplies and services by UNRRA is conditioned upon the conclusion of "mutually satisfactory working arrangements between the Government and the Administration".

However, I am confident that since both parties are deeply interested in the success of the proposed operations and therefore in maintaining a satisfactory working relationship, we cannot fail to come to mutually satisfactory agreements on all such points.

Sincerely yours,

G. M. KERRY
Chief, UNRRA Italian Mission.

ABH:WIS/nds

c.c. Kerry

Haves

Cochran

Registry (2)

Washington

London

✓ Major Doe, A.C.

325
SUMMARY OF AGREEMENT.

1. UNHRA is to furnish supplies and services, costing up to \$50,000,000 in foreign exchange, for three general programs in Italy:

- (a) care of, and welfare services for, children and nursing and expectant mothers;
- (b) assistance in the care and return to their homes of Italian refugees; and
- (c) the provision of medical and sanitary aid and supplies.

2. UNHRA is also to furnish supplies and services for two other programs:

- (a) care of non-Italian refugees in Italy, and
- (b) control of epidemics in Italy.

3. The foreign exchange cost of these supplies and services is, under present arrangements, to be borne entirely by UNHRA without charge of any kind to Italy.

4. Except for the operations concerning non-Italians, the Government will have, however, the primary responsibility for carrying on all of these programs. Distribution of supplies will be carried out by the Government in accordance with UNHRA principles and in accordance with plans agreed upon with UNHRA.

5. The cost of the programs incurred in Italian currency in Italy will be borne by the Government. This includes expenses of storage, transportation and distribution of supplies and for the purchase of local fuel or produce to supplement food furnished by UNHRA. (A similar requirement is made by UNHRA of every country receiving its relief supplies).

6. To assure the necessary Italian funds for local expenses, the Government will establish a lira credit matching UNHRA's foreign exchange expenditures.

7. Part of the credit will be used to pay the expenses in Italian currency directly incurred by UNHRA in Italy: for its own administrative overhead (estimated at 2%), and for the care of non-Italian refugees (estimated at 15%).

8. The remainder of the credit will be available, with UNHRA agreement, for payment of the Government's expenses under the program.

9. Some of the supplies furnished by UNHRA may be sold by the Government to recover part of its expenses but only to the extent that this does not deny relief to the needy.

3. The foreign exchange cost of these supplies and services is, under present arrangements, to be borne entirely by UNHRA without charge of any kind to Italy.

4. Except for the operations concerning non-Italians, the Government will have, however, the primary responsibility for carrying on all of these programs. Distribution of supplies will be carried out by the Government in accordance with UNHRA principles and in accordance with plans agreed upon with UNHRA.

5. The cost of the programs incurred in Italian currency in Italy will be borne by the Government. This includes expenses of storage, transportation and distribution of supplies and for the purchase of local fuel or produce to supplement food furnished by UNHRA. (A similar requirement is made by UNHRA of every country receiving its relief supplies).

6. To assure the necessary Italian funds for local expenses, the Government will establish a firm credit matching UNHRA's foreign exchange expenditures.

7. Part of the credit will be used to pay the expenses in Italian currency directly incurred by UNHRA in Italy: for its own administrative overhead (estimated at 2%), and for the care of non-Italian refugees (estimated at 13%).

8. The remainder of the credit will be available, with UNHRA agreement, for payment of the Government's expenses under the program.

9. Some of the supplies furnished by UNHRA may be sold by the Government to recover part of its expenses but only to the extent that this does not deny relief to the needy.

10. UNHRA's Mission and personnel in Italy are to be given diplomatic facilities and immunities.

11. The Agreement is terminable upon six months' notice from either party.

785017

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

Italian Mission

22 February 1945

His Excellency Ivanoe Bonomi
President of the Council of Ministers
Rome, Italy

Your Excellency:

I should like to point out that a rather serious situation may soon be developing with regard to our proposed operations in Italy. Up to now, the absence of an agreement between your Government and this Administration has had no important adverse effect because shipping has only recently been allocated to us. However, substantial shipments of supplies financed by us for relief in Italy are beginning to arrive. But, in the absence of an agreement, I am not authorized by the Administration to deliver the supplies. There is, moreover, grave danger that the shipping authorities may divert to other countries future shipments of UNRRA supplies intended for Italy, since deliveries could not be made upon arrival. In other words, delay in concluding the Agreement is beginning to threaten delay in the actual giving of relief in Italy. In fact, the effect of such delay may well be cumulative, since, as other countries needing relief are opened up, it will become more and more difficult to obtain for Italy the supplies for which UNRRA has appropriated foreign exchange.

You will recall that on 27 December 1944 I submitted to your office a copy of the text of an agreement as then proposed by this Administration. Since that time we have had the pleasure of meeting with you and with other representatives of the Government, including Baron Tedeschi, of the Presidency of the Council of Ministers; Avv. Ventini, of the High Commissariat of Food and special representative for negotiating the agreement with this Administration; His Excellency Solinas, Director of Public Health; Comm. Marcelini, of the State Accounting Office; Ministry of the Treasury; Comm. Signorilli, Chief of the Section of Economic Affairs; Ministry of Foreign Affairs; and Mr. Troncellini, of the Ministry of Foreign Affairs. With these various representatives we have had nearly a dozen meetings, culminating in one on 6 February, at which, after consultation with all the interested Government agencies, Avv. Ventini, on behalf of the Government, and I initialed the text of the proposed agreement with the few changes agreed upon during the course of our negotiations. I wrote you on the same day, asking that you confirm the readiness of the Government to sign the text in the form initialed. On 17 February I wrote to inform you that our Washington office had approved the text, and that I had written you that our Washington office had approved the text, and that I had written you that our Washington office had approved the text.

58 23 1945

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Declassified E.O. 12356 Section 3.3/NND No.

785017

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353
Excellency Ivanoe Bonomi - 2

22 February 1945

Since writing you on 17 February, I have been told by Avv. Montini that the Government is not satisfied with the form of the proposed agreement as it now stands. I am extremely anxious to cooperate in every way possible to conclude an agreement which will be acceptable to the Government, not only in substance but in form. Up to the present, however, I have received no word as to what the Government's objections are. Immediate signature of the agreement would enable us to keep all supplies allocated to the Italian program coming forward. But if the Government cannot accept the present form, I request that its objections be communicated to us immediately so that we may take the appropriate steps to work out acceptable revisions and to get the necessary clearance of the changes from our Washington office. Even with the utmost efficiency of action, such further steps may well delay distribution of a considerable shipment expected shortly, and any further avoidable delay may have the serious effect which I have indicated and which, I am sure, would be regrettable to us both.

I know that you will understand that this is written, not with any idea of exerting pressure on your Government, but merely to call your attention to a situation which we would both wish to avoid.

Assuring you of our highest consideration,

Sincerely yours,

S. M. KERRY
Chief, USNA Italian Mission

cc: H. E. Spataro
Avv. Montini

Kerry
Hawes
Maj. Doe
Cochran
Washington
London

4068

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HEADQUARTERS ALLIED COMMISSION
APO 394
Office of the Executive Commissioner

352

jc/3
23/2
P/A

Ref: 2208/EC

22 February 1945.

SUBJECT: UNRRA.

TO : SCAG AND Eighth Army.

1. It has come to the attention of this HQ that an UNRRA representative was invited up to Eighth Army area by USG Eighth Army with a view to making a survey for future relief activities. UNRRA's work lies, at present, in the South of Italy, and the invitation should not have been made without referring to this HQ.

2. Please note that all correspondence regarding UNRRA must channel through this HQ for the attention of Major R.E. DCA, Economic Section.

My ET
Brigadier,
Executive Commissioner.

Copy to : SCAG, AND Fifth Army.
VP Civil Affairs Section
VP Economic Section
VP Establishment Section
Mr. S.M. KENNEY, UNRRA.

4667

2208
2208
HEADQUARTERS ALLIED COMMISSION
APO 394
CIVIL AFFAIRS SECTION

Tel. Ext. 525 19/2

Ref: 4/33.1/CA.

17 Feb 45.

FEB 1 1945

SUBJECT: UNRRA

TO: Executive Commissioner ✓

- 1 It has come to my knowledge that an UNRRA representative has been invited up to 8 Army Area by AMG 8 Army with a view to making a survey for future activities.
- 2 No doubt AMG 8 Army has acted in all innocence in issuing the invitation and it seems desirable to issue a clear statement of policy to Regions. I suggest that you issue a directive to AMG Armies and AMG Regions, requesting them not to invite any UNRRA representatives into AMG territory.

G. R. Upjohn

G.R. UPJOHN, Brig.
VP CA Section.

Copy to: Political Section,
Economic Section,
Establishment Section.

see M. 6-7-8
4663

785017

2208
UNRRA - ITALIAN MISSION

MEMORANDUM

RESTRICTED.

To Major Robert E. Doe, A.G.D.,
Chief, Adm. & Pers. Division,
Economic Section, A.C.
From : S. J. Keeny
Chief, Italian Mission.

Ref. No:

Date 15 February 45
FEB 18 1945

Subject:

Loan of Supplies to UNRRA.

Further to your note of 13 February on the above subject, you will be interested in the following paraphrase of CAL.1174 from CCS to AFHQ. This is a restricted message.

"Figures (in long tons, except for the sewing accessories item) are given below which represent UNRRA supplies now being shipped. Your request as stated in LAC 975 is replied to by this message.

The subject of this cable is UNRRA supplies. It is cable CAL 1174, for FHGEG. Cite CCAC.

Details will be sent you, as soon as we secure them, concerning some 4500 long tons which are loading now.

The figures referred to in the first paragraph above follows:

<u>ITEM</u>	<u>IGS EUGENE</u> <u>ODONNELL</u>	<u>UGS 69 MELVILLE</u> <u>JACOBY</u>	<u>UGS 65 NICK</u> <u>STONER</u>
Medical supplies	2	5	-
Sugar	159	-	202
Milk, dry skim	55	-	-
Pinto beans	100	-	-
Alaska Peas	45	-	-
Sewing accessories	-	248	-
UNRRA adm. supplies	-	4	- "

The 145 tons of Peas and Beans actually were shipped on the Melville Jacoby as were the 202 tons of Sugar listed on the Nick Stoner. These supplies are now in AC Warehouse 676 in Naples.

The 4500 long tons referred to include 3500-4000 tons of food.

AH/mr

4665

cc: Major Doe(2)
Keeny
Hodgetts
Hackman
Registry)2.

UNITED NATIONS
REL. AND REHABILITATION ADMINISTRATION
ITALIAN MISSION

16 February 1945

Ref. No.

TO: Brig. M. S. Lush, COS, AC
FROM: *SMKEENY*
C. E. Keeny, Chief, Italian Mission

copy at 6, original opposite
I am enclosing a note to Admiral Stone giving some details that may be helpful to him in reviewing the changes in the proposed UNRRA agreement with the Italian Government.

Thank you very much for your expression of willingness to ask him to send us a note saying that AC is willing to approve the agreement with the Italian Government as submitted to you by Mr. Hawes in its amended form.

On Sunday I shall be going to Caserta to meet the Deputy Director General of UNRRA. It would be very helpful if I could take with me a copy of the memorandum from Admiral Stone.

It would facilitate our negotiations if a copy of the memorandum is sent directly to the Premier.

SMKEENY/rw

cc: Maj. Doe

PA 4063
11
2

Brigadier Lush. 344

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION
ITALIAN MISSION

16 February, 1945.

Rear Admiral Ellery W. Stone, U.S.N.R.,
Chief Commissioner,
Allied Commission,
ROME.

Dear Admiral Stone,

I would very much appreciate receiving from you, at your earliest convenience, a memorandum stating that the Allied Commission has no objection to the conclusion of the proposed agreement between the Italian Government and this Administration in the form which was furnished to Major Robert Doe on February 6. It appears that the Government is anxious to know the position of the Allied Commission before committing itself.

The changes in the text from that cleared by you under date of December 21 are of the most minor character and few in number; and none of them could affect the Allied Commission's position adversely. All these changes (except for the designation of the responsible Government official in Article XV) were set out in a letter of January 29 to Avv. Montini, a copy of which was furnished to Major Doe on January 31. Brigadier Lush has already indicated to me informally that the Allied Commission has no objection to the agreement in its present form and today he agreed to request a memorandum from you.

We are now reaching a stage where time is of the essence. Small shipments of supplies for our programs have been already received and substantial ones are on the way. The text before you was initialed by accredited representatives of the Government on February 6 and it is being cleared in Washington at this moment. Further changes would require not less than a week for clearance with our Washington office. Any delays in communicating desired changes would therefore probably mean actual delay in distribution of supplies after their arrival, or might even result in diversion of shipments to other countries, for we would not be allowed to make deliveries here in the absence of an agreement.

I trust, therefore, that you will give this matter your most urgent consideration.

Sincerely yours,

4663

c.c. Keeny Brigadier Lush
Hawes Major Doe
Cochran
Registry (2)
Washington
London

S. M. KEENY
Chief, UNRRA Italian Mission.

2208
HEADQUARTERS ALLIED COMMISSION
APO 394
OFFICE OF THE CHIEF OF STAFF

EE/ml
343

ALLIED COMMISSION SHIPPING INSTRUCTION NO. 7

SHIPMENT OF U.N.R.R.A. SUPPLIES

AC/501/13/Tn.3.

FEB 21 1945 10 Feb. '45.

I view of the fact that U.N.R.R.A. supplies are now coming into this Theatre, the following information is given for its identification and disposal.

1. MARKING OF SUPPLIES.

- (a) Destination shown in clear.
- (b) Letters "U.N.R.R.A." 4" to 6" high.
- (c) No distinctive colour markings, (i.e. no green dots or TCG markings)

2. NOTIFICATION OF ARRIVAL.

G-5 A.F.H.Q. inform HQ.Allied Commission of the expected arrival of ships carrying U.N.R.R.A. supplies in a special Appendix to their 10 Days Maintenance Period letters. This information is distributed to U.N.R.R.A., the Port & Warehouse Division of the Transportation Sub-Commission, to all Regional Headquarters and to A.C.Port Liaison Officers, some days before the vessels are due to arrive.

3. ACCEPTANCE AND DISPOSAL.

- (a) U.N.R.R.A. supplies will be handled as if they were normal civilian supplies and will be stored in A.C. Warehouse, subject to U.N.R.R.A. orders.
- (b) A.C.Personnel at Ports and in Warehouses will watch carefully for U.N.R.R.A. supplies and store them in such a way as to avoid confusion with A.C. supplies and consequent absorption into A.C. stocks.
- (c) Disposal instructions will be signed personally by Mr.A.Hackman, Director of Supply U.N.R.R.A. until further notice, copy to Ports & Warehouse Division of Transportation Sub-Commission HQ.AC.

4062

2. NOTIFICATION OF ARRIVAL.

G-3 A.F.H.Q. inform HQ.Allied Commission of the expected arrival of ships carrying U.N.R.R.A. supplies in a special Appendix to their 10 Days Maintenance Period letters. This information is distributed to U.N.R.R.A., the Port & Warehouse Division of the Transportation Sub-Commission, to all Regional Headquarters and to A.C.Port Liaison Officers, some days before the vessels are due to arrive.

3. ACCEPTANCE AND DISPOSAL.

- (a) U.N.R.R.A. supplies will be handled as if they were normal civilian supplies and will be stored in A.C. Warehouse, subject to U.N.R.R.A. orders.
- (b) A.C. Personnel at Ports and in Warehouses will watch carefully for U.N.R.R.A. supplies and store them in such a way as to avoid confusion with A.C. supplies and consequent absorption into A.C. stocks.
- (c) Disposal instructions will be signed personally by Mr. A. Hackman, Director of Supply U.N.R.R.A. until further notice, copy to Ports & Warehouse Division of Transportation Sub-Commission HQ.AC. **4002**
- (d) Information regarding U.N.R.R.A. supplies should be obtained from Mr. Abe Hackman, Director of Supplies, INA Building, Rome, Telephone Rome : 478947, or A.C.Rome Ext : 395.

By Command of Rear Admiral STONE :

L. D. STONE
L. D. STONE
Colonel, RA
Acting Deputy Chief of Staff
Economic Section.

Copy on file 5202/eos

DISTRIBUTION:

A.F.H.C.

G - 4 (Mov & Trn)
 G - 4 Trn (A)
 G - 4 (B)
 G - 4 (A)
 G - 2 (B)
 C (Maint)
 CM
 DST
 ORD (B)

CG ITOUUSA

HQ, 15 Army Group (Admin. Ech.)

W.S.A. A.F.H.C.

M.V.T.R. A.F.H.C.

HC No.1 District

HC No.2 "

HC No.3 "

CG P.B.S. Forward

CG P.B.S. Rear

CG NORBS

MOV West Italy

MOV East Italy

MOV Liaison Officer 204 Sub-Area

U.N.R.R.4. (20)

HC.AC.

Chief of Staff
 Economic Section
 Agriculture Sub-Comm.
 Education Sub-Comm.
 Finance Sub-Comm.
 Food Sub-Comm.
 Industry Sub-Comm.
 Commerce Sub-Comm.
 Labour Sub-Comm.
 Public Health Sub-Comm.
 Public Works & Utilities Sub-Comm.
 Navy Sub-Comm.
 Communications Sub-Comm.
 Displaced Persons Sub-Comm.

V.S.A. A.P.H.C.
M.W.T.R. A.F.H.C.
HC. No.1 District
HC. No.2 "
HC. No.3 "
CG P.B.S. Forward
CG P.B.S. Rear
CG MORHS
MOV Test Italy
MOV East Italy
MOV Liaison Officer 204 Sub-Area
U.N.R.R.A. (20)

HC.AC.

Chief of Staff
Economic Section
Agriculture Sub-Comm.
Education Sub-Comm.
Finance Sub-Comm.
Food Sub-Comm.
Industry Sub-Comm.
Commerce Sub-Comm.
Labour Sub-Comm.
Public Health Sub-Comm.
Public Works & Utilities Sub-Comm.
Navy Sub-Comm.
Communications Sub-Comm.
Displaced Persons & Repatriation Sub-Comm.
Legal Sub-Comm.
Monuments and Fine Arts and Archives Sub-Comm. (2)
Transportation Sub-Comm.
Director, D/Director and
Administration Division
Planning Staff
Movements Division (3)
Rail Division
Roads Division
Ports & Warehouse Division
Liaison Shipping Sub-Comm.

DISTRIBUTION (Cont'd)

A.C. Regional Headquarters:

Sicily Region	(6)
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Marche-Abruzzi Region	(6)
Lazio-Umbria Region	(6)
Toscana Region	(6)
Emilia Region	(6)
Sardinia Region	(6)

For information:

Liguria Region	(1)
Venezia Region	(1)
Lombardia Region	(1)
Piemonte Region	(1)

0528
~~RESTRICTED~~

DCK/jcm

2208-170
ALLIED FORCE HEADQUARTERS
APO 512

ADMINISTRATIVE MEMORANDUM)
NUMBER 6)

10 February 1945

FACILITIES AND SERVICES TO BE EXTENDED TO UNRRA ITALY MISSION FEB 7 1945

1. The facilities and services set out in this Administrative Memorandum shall be extended to:

a. The UNRRA Italy Mission hereinafter referred to as UNRRA (Italy).

b. Non-indigenous personnel thereof and non-indigenous Voluntary Society workers acting under the authority of UNRRA (Italy). All such personnel are hereinafter referred to as UNRRA (Italy) personnel.

2. a. When required, UNRRA (Italy) personnel will produce evidence of their identity in the form of a special "Certificate of Identity" issued by UNRRA (Italy). This certificate will show the status, category and assimilated rank of the holder. If wearing uniform, UNRRA (Italy) personnel shall wear the approved UNRRA flash at the top of each sleeve.

b. UNRRA (Italy) personnel will be regarded as "persons following the armed forces in the field without directly belonging thereto" under Article 61 of the Prisoners of War Convention. As such they will be covered by that Article and will be subject to the applicable military law (British or United States). Under Article 61 they will receive a certificate setting forth the equivalent Army rank for purposes of status and pay, stating that if captured the holder is to be treated as a prisoner of war.

c. Certain UNRRA (Italy) personnel will have the assimilated rank or status of Officers of the Forces. Such status however is only to entitle the holder to such privileges of officers as may be made available under this Administrative Memorandum. This status will be granted prior to entry, or in the field, by the appropriate military authorities in this theater.

3. a. British Army and/or United States Army sources may be drawn upon under this Administrative Memorandum as the convenience of UNRRA (Italy) and local availabilities may dictate, except that, where separate facilities are available locally, British personnel will use British facilities and United States personnel will use United States facilities.

b. The resources of the Allied Commission may be drawn upon hereunder, and the term "the military" as used herein includes the Allied Commission.

4. The facilities and services set out in this Administrative Memorandum shall be extended subject always to operational requirements and providing the military situation permits, and in the case of the Allied Commission to the extent that demand for civilian requirements permits.

5. a. No payment will be required for facilities and services extended under this Administrative Memorandum except as provided in b. below. A charge,

COPY ON - 17-10-45
~~RESTRICTED~~

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AFHQ Adm Memo #6 (Cont'd)

however, is to be made to UNRRA (Italy), and accounted for by the military. Ultimate settlement will be effected by UNRRA (Italy) with the British and United States Governments respectively.

b. Personal items such as accommodations, mess bills, PX and/or BWI are paid in cash both by military and non-military personnel. Where a differentiation in price exists for military and non-military personnel the appropriate charge will be made.

c. Facilities and Services to be extended to Personnel for Unit Subsistence and Operation of Unit Vehicles etc. - The following facilities and services will be available:

a. Rations - Indents or requisitions will be submitted in the normal manner in accordance with the local military procedure. Where available, transient mess facilities will be extended under the same conditions as for military personnel.

b. Accommodation - Accommodation for personnel and vehicles, and provision for office and work space.

c. Medical Aid - Medical and dental treatment under the same conditions as for military personnel and admittance to military hospitals, excluding the provision of dentures and surgical appliances.

d. Travel

(1) Issue of travel orders on duty or on leave under same conditions as for military personnel within the theater of operations.

(2) Travel in military vehicles under the same conditions as military personnel.

e. Claims - The Claims Commission or Claims Service will deal with claims arising out of acts of UNRRA (Italy) personnel as if British Service or United States Army personnel were involved, as the case may be. Payments in settlement of such claims will be recovered from UNRRA (Italy).

f. POL - Issued on production of a trip (work) ticket. UNRRA (Italy) vehicles will be registered in the same manner as military vehicles and must display on the wind-shield, an official printed label "UNRRA (Italy)."

g. Motor Transport - Mechanical maintenance of UNRRA (Italy) vehicles including the supply, if stocks permit, of spare parts, tires and tubes, recovery and repairs in such British or United States Army workshops as may be available, and subject to operational priorities. The transportation of vehicles under the same conditions as for military organizations.

h. Ordnance stores etc., Clothing, Necessaries and Equipment - Uniform for UNRRA (Italy) personnel will be provided by UNRRA. Personal equipment and clothing within a scale appropriate to personnel of noncombatant status, accommodations, stores, and mess equipment and office furniture to scales appropriate to military organizations will, if available, be supplied and accounted for

- 2 -

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AFHQ Adm Memo #6

(Cont'd)

as in paragraph 5. Additional items issuable to military personnel under certain conditions will also be issuable on the same terms.

i. Assistance by the military in the recruitment of civilian personnel, who will be paid by UNRRA in accordance with the official established scales.

j. Stationery - Stationery and office requisites within the normal scales, indents or requisitions for which will be submitted to the nearest stationery depot.

k. Officers' Shops, EFI and PX facilities

(1) Personnel will have the right to use EFI or PX facilities when available, according to their status and under the same conditions as for military personnel.

(2) Personnel of officer status will normally have the right to use United States and RACC Officers' Shops for replacement purchases only and subject to local availability of stocks in excess of requirements of service officers. Names of personnel for whom entitlement is claimed will be submitted in duplicate to Q(AE) AFHQ and to the Theater Exchange Officer in the case of United States citizens, when permits will be issued.

(3) Personnel authorized to use PX and United States Army Officers' Shop facilities will not be allowed to use EFI and RACC Officers' Shop facilities and vice versa.

7. Accommodation Centers and Other Installations for Displaced Persons Transferred or to be transferred by the military to UNRRA (Italy) Administration

a. Upon transfer to UNRRA (Italy) administration, premises and accommodations will continue to be held by the military authorities under appropriate arrangements to assure continued use thereof for the accommodation of Displaced Persons until UNRRA (Italy), by agreement with the Italian Government or otherwise, shall be in a position to make its own arrangements therefor.

b. Upon transfer to UNRRA (Italy) administration, and until further notice, the military will continue to furnish, to scales presently applicable, the stores, supplies and equipment and outside local services necessary for the operation of such centers and installations.

- 3 -
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AFHQ Adm Memo # 6 (Cont'd)

8. Transportation and Storage - Automotive, rail, coastwise and trans-oceanic transportation, handling and storage facilities operated or controlled by the military, including storage at military depots, may be made available to move and store UNRRA (Italy) stores, supplies and equipment.

9. Loan of Supplies - The loan of food, medical and sanitary and other supplies, vehicles and other equipment from stocks owned or controlled by the military is authorized upon arrangement for replacement in kind by UNRRA (Italy), such arrangements to be satisfactory to the military concerned. In future, at the election of the military, charges, in accordance with paragraph 5a in lieu of replacement in kind, may be required. Vehicles or other non-expendable items turned over to UNRRA (Italy) under these arrangements shall not be altered or modified without the prior approval of the military concerned except for appropriate servicing maintenance and repair. The cost of avoidable loss or damage or in the event replacement in kind is not made will be charged to UNRRA (Italy).

10. Procedure - UNRRA (Italy) will bid for its requirements under paragraphs 7 to 9 inclusive through normal channels.

BY COMMAND OF FIELD MARSHAL ALEXANDER:

G. W. Christensen
G. W. CHRISTENSEN,
Colonel, AGD,
Adjutant General.

DISTRIBUTION:

"C"

- 4 -
RESTRICTED

Declassified E.O. 12356 Section 3.3/NND No.

785017

337C 337B 5
CSO: For Exec. Committee to see for informat.

Folios 3 and 4 appear to contain much matter of the
proposed GPO which was submitted to AFHQ.

This refers particularly to Accommodation Centers, etc. for Displaced Persons.

W. H. H.

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1058

ALLIED FORCE HEADQUARTERS
APO 512

AP 910 JC:sl

IS 370.1/039 GEG-0

: : : : :
 : S E C R E T :
 : Auth: SAC HT :
 : Initials: :
 : Date: 11 Feb 1945 :
 : : : : :
 11 February 1945

SUBJECT: Transfer from Allied Commission to UNRRA (Italy) Administration of Accommodation Centers and other Installations for Displaced Persons

TO : President, Allied Commission, APO 394.
UNRRA Representative (Governor Gehren)

FEB 17 1945

1. In order to permit the release of Allied Commission military personnel for duty elsewhere and to launch UNRRA in actual relief operations in Italy, the plan evolved in recent discussions with representatives of UNRRA (Italy), Allied Commission and this headquarters, as hereinafter set forth, will be implemented as soon as possible. This plan is applicable to the Accommodation centers and installations specified in the attached Appendix "A", but will also apply to other centers and installations where UNRRA is prepared to assume responsibility.
2. Notwithstanding problems which remain to be solved before transfer of administrative responsibility can be effected, Allied Commission will provide forthwith for the infiltration of UNRRA (Italy) personnel and for their participation in administration at the specified centers and installations. With this understanding UNRRA (Italy) personnel are now being called forward. The details and the scheduling of such infiltration at the various centers are to be worked out by Allied Commission and UNRRA (Italy).
3. During the transitional period, that is, after infiltration of personnel has commenced and until administrative responsibility is transferred to UNRRA (Italy), the Allied Commission will remain responsible for operation of these centers under directives now in force. In their capacity as civilians of United Nations nationality working for the military in a theater of operations, infiltrated UNRRA (Italy) personnel will be subject to Allied Commission command and control. Their status is defined in AFHQ Administrative Memorandum Number 6, 1945.
4. Allied Commission is directed and authorized to feed and accommodate infiltrated UNRRA personnel and to furnish them such other material assistance as may be necessary upon the same conditions as apply to comparable Allied Commission personnel for whom they are to be substituted. Such assistance shall not be charged to, or paid by UNRRA (Italy) but the UNRRA (Italy) personnel will pay the usual charges required in the case of civilian personnel attached to the military. After administrative responsibility is transferred to UNRRA (Italy), facilities or services which may be extended by Allied Commission to UNRRA (Italy) personnel at the centers shall be made available upon payment as provided in the AFHQ Administrative Memorandum Number 6. In no event will Allied Commission be called upon to pay UNRRA (Italy) personnel.

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U.S. SECRET

~~SECRET~~ ~~UNCLASSIFIED~~ 1/039 GSG-C, dtd 11 February 1945

5. Until administrative responsibility for the Centers is transferred to UNRRA (Italy) such vehicles or any other non-expendable items contributed by UNRRA (Italy) during the transitional period will become part of going concern stocks, to be serviced, maintained and repaired as if military property.
6. UNRRA (Italy) Cadres are to be established at the centers as quickly as possible, so as to relieve Allied Commission of a major part of the actual task of administration, to a point where Allied Commission is satisfied to leave only top executive personnel, personnel concerned with local transport operations, and personnel to assist UNRRA (Italy) in dealing with the local military and in the handling of indigenous civilian labor problems. In order to release Allied Commission military personnel, slow progress or even failure on the part of UNRRA to build up its own supply line to various centers shall not be cause for delay in effecting transfer of administrative responsibility. Transfer must wait, however, until UNRRA (Italy) has assembled the necessary complement of administrative personnel and has completed satisfactory arrangements to obtain sufficient lire availabilities to meet pay rolls and other current expenses in the operation of the centers. In the event of any other cause which may delay transfer, notice shall immediately be sent to this headquarters.
7. As soon as Allied Commission determines that effective operation and maintenance of the centers is reasonably assured under UNRRA (Italy) administration, subject to the terms and conditions set forth in paragraph 6, above, the transfer shall be effected, and notice thereof sent to this headquarters. At or after the time of transfer Allied Commission will leave at the centers such liaison and other personnel as may be appropriate to assure smooth transfer of responsibility. Allied Commission will also make periodical inspections of the centers and obtain reports from UNRRA (Italy) to make certain that centers transferred are being efficiently administered for the accommodation of Displaced Persons.
8. If the accommodation centers are filled to capacity, Allied Commission will establish priorities for admission to these centers for the guidance of UNRRA. Allied Commission will continue to be responsible for the initial movement of Displaced Persons to and from these centers.
9. After the conditions set forth above are met, Allied Commission is authorized to transfer to UNRRA (Italy) the administrative responsibility and control of the Accommodation Centers listed in Appendix "A". This will include all appurtenant premises, accommodation stores, supplies, vehicles and other equipment. Appropriate arrangements for the transfer are to be worked out between Allied Commission and UNRRA (Italy) on the following basis:
 - a. A list of premises and accommodations and non-expendable items (other than such contributed by UNRRA (Italy)) shall be prepared by Allied Commission and UNRRA (Italy) as of the date of transfer.
 - b. The property so listed shall be accounted for by Allied Commission as on charge to UNRRA (Italy) but no payment therefor by UNRRA (Italy) will be required except as provided below.

U.S. SECRET

~~U.S. SECRET~~ ~~UNCLASSIFIED~~

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Ltr, AFHQ, IS 370.1/039 GEX-O, dtd 11 Feb 1945

c. So long as this property remains on charge to UNRRA (Italy), it shall not be altered or remodeled without prior approval of Allied Commission or of the military authorities concerned except for appropriate servicing, maintenance, and repair. The cost of avoidable loss or damage will be paid by UNRRA (Italy). The eventual disposition of this property will be as Allied Commission or the military authorities concerned shall direct.

d. Requisitioned premises and accommodations will continue to be held by the military authority under appropriate arrangements to assure continued use thereof for the accommodation of Displaced Persons. In due course UNRRA (Italy) will, by agreement with the Italian Government or otherwise, substitute its own arrangements therefor.

10. Regardless of when transfer to UNRRA (Italy) administration occurs, Allied Commission will remain responsible for provision of the vehicles necessary for operation of the centers until UNRRA (Italy) is in a position to assume this responsibility. As soon as feasible after the date of transfer, UNRRA (Italy) will release and return to Allied Commission the vehicles which are at present assigned to the centers. Allied Commission shall not be called upon to supplement or replace the vehicles so assigned except insofar as it may be able to assist in meeting replacement needs on an interim basis through expansion of local contract operations. All vehicles including UNRRA (Italy) vehicles will be under Allied Commission control until UNRRA (Italy) assumes complete responsibility. After transfer of the center concerned to UNRRA (Italy) administration, the provision by military authority for local motor transportation needs will, like any other facility or service extended to assist UNRRA (Italy)'s operation of the centers, be rendered upon payment, in accordance with the AFHQ Administrative Memorandum Number 6.

11. Where goods or services are supplied by the Allied armed forces for the operation of Displaced Persons Centers, UNRRA shall replace Allied Commission vis a vis the Allied armed forces, and all accounting shall be a matter between UNRRA and the Allied armed forces, as on the lines laid down in AFHQ Administrative Memorandum Number 6.

12. Although the administration of the accommodation centers involved herein may be turned over to UNRRA (Italy) the ultimate responsibility therefor remains with Allied Commission during the military period.

FOR THE SUPREME ALLIED COMMANDER, MEDITERRANEAN THEATER:

1 Incl:

Appendix "A"

DISTRIBUTION:5 - each addressee
"C"

4656
C. CHRISTENBERG
Colonel, AG,
Adjutant General

SECRET

0734

Declassified E.O. 12356 Section 3.3/NND No.

785017

SECRET

APPENDIX "A" to
Ltr HQ, IG 370.1/039 GEO-O,
dtd 11 Feb 1945

4038

ACCOMMODATION CENTERS

1. Headquarters accommodation at LEGG
2. CENTERS AND INSTALLATIONS AT:

SANTA MARIA DI LEUCA
SANTA CESARIA
S.M. MARIA DI B. G. M.
FERRIMONTI

3. HOSPITALS:

SANTA MARIA DI LEUCA
MIGLIE

Inclosure #1

- 1 -

SECRET

SECRET

785017

2206
16 February 1945.

My dear Mr. Prime Minister:

FEB 17 1945

I am enclosing herewith for your information a copy of my letter of this date to Mr. S. M. Keeny, Chief of the UNHRA Italian Mission.

Yours very truly,

/s/ Ellery W. Stone

ELLERY W. STONE
Rear Admiral, USNR
Chief Commissioner

His Excellency Ivanoe Bonomi,
The President of the Council of Ministers,
Italian Government,
Rome.

cc: Exec. Comm.
CC files

4655

HEAD QUARTERS ALLIED COMMISSION
APO 304
ECONOMIC SECTION**ROUTING AND WORK SHEET**

Each note must be numbered and each space completely filled in. THIS WORK SHEET MUST NOT BE REMOVED FROM THE CORRESPONDENCE TO WHICH ATTACHED UNTIL ACTION IS COMPLETED AND THEN FILED WITH FILE COPIES OF COMMUNICATION TO WHICH IT PERTAINS. A line will be drawn the full width of the page under each note.

SUBJECT: VNARRA agreement with Ital. Gov't.

No	Date	To	REMARKS	From
1	17 Feb 45	Brig. Lush	VNARRA cable #90, copy here with was sent 10 Feb. Copy rec'd by me this morning. I was <u>not</u> on the distribution. I called Mr. Keeny's attention to this and told him I <u>must</u> be informed of all actions affecting A.C.	Red
1A			also attached, answer to above mentioned cable, just received since writing above	Red
2	17/2	CSO		

see 336

4654

Declassified E.O. 12356 Section 3.3/NND No.

785017

Page

No	Date	To	REMARKS	From
				1023

DO NOT WRITE BELOW THIS LINE

785017

SECSTATE WASHINGTON

February 12, 1945

305

FEB 17 1945

CLEAR

February 16, 2 a.m., 1945

Rec'd UN/Rome 17 Feb 45, 10:30

ACTION-Hawes ✓
SUBJECT- O/1/001
KEENY
COCHRAN
CIRCULATION
REGISTRY CONTROL

UNRRA from Lohman - Number 96.

Reur 96. Do accept all changes recommended and authorize
you release text agreement to public. Keeny authorized to sign
for administration.

CHEN ACTING

cc: UNRRA

del

4653

SECSTATE
WASHINGTON

TELEGRAM
PRIORITY

10 FEBRUARY 1946.

0/1/001

333

FOR LEBMAN UNRRA NO. 90

FEB 17 1946

1. TEXT AGREEMENT WITH CHANGES BELOW INITIALED 6 FEBRUARY BY US AND GOVERNMENT REPRESENTATIVES. HAVE BEEN AWAITING ALLIED COMMISSION CLEARANCE AND WRITTEN COMMITMENT FROM PRIME MINISTER THAT GOVERNMENT READY SIGN IF CHANGES ACCEPTABLE WASHINGTON. TO SAVE TIME AM ASKING YOUR CABLED AUTHORITY TO SIGN AGREEMENT AND LETTER AS DESCRIBED BELOW. PLEASE REPLY TO REACH US BY 17 FEBRUARY IF HUMANLY POSSIBLE.

2. FOLLOWING ARE CHANGES FROM FORM AGREEMENT DESIGNATED DRAFT TWO APPROVED YOUR ATTACHED BY LETTER 32 AND/CABLE 63:

A. INSERT AS NEW FOURTH WHEREAS CLAUSE LANGUAGE YOUR CABLE 93 OF 21 DECEMBER.

B. SUBSTITUTE FOR ARTICLE VI (d) (11): "TRANSPORT WITHIN ITALY OF SUPPLIES FOR RELIEF AND REHABILITATION OF OTHER AREAS AND PROCUREMENT OF SUPPLIES IN ITALY FOR SUCH PURPOSES IN SO FAR AS SUCH PROCUREMENT IS CONSISTENT WITH THE ECONOMIC REQUIREMENTS OF ITALY AND IS NOT IN CONFLICT WITH THE GOVERNMENT'S ENGAGEMENTS OF AN INTERNATIONAL CHARACTER."

C. OMIT ARTICLE VII (b) RELETTERING REMAINING PARAGRAPHS ARTICLE AND HANDLING PROBLEM BY LETTER.

D. REWORD FIRST SENTENCE ARTICLE VIII TO READ:- "AT THE REQUEST OF THE ADMINISTRATION THE GOVERNMENT WILL SECURE FOR THE ADMINISTRATION, BY REQUISITIONING IF NECESSARY, ANY REAL OR PERSONAL PROPERTY WHICH IS LOCATED IN ITALY AND WHICH THE ADMINISTRATION AND THE GOVERNMENT AGREE TO BE NECESSARY FOR THE EXECUTION OF RELIEF AND REHABILITATION PROGRAMS UNDERTAKEN

4632

SEE 3B4

-2-

332

PURSUANT TO ARTICLES II THROUGH V OF THIS AGREEMENT."

- E. INSERT NEW ARTICLE XIII, RENUMBERING REMAINING ARTICLES, TO READ:-

"ARTICLE XIII

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."

- F. IN ARTICLE XV AS RENUMBERED, FOR "THE MINISTER OF....." SUBSTITUTE "THE PRESIDENT OF THE COUNCIL OF MINISTERS".
- G. DATE AND PERSON TO SIGN FOR GOVERNMENT TO BE FIXED AT LAST MOMENT. KERRY TO SIGN FOR UNRRA.
- H. HOPE TO FILL BLANK IN ARTICLE VI (b) WITH A DATE WHICH IS ONE WEEK AFTER SIGNING.

3. AT TIME OF SIGNING AGREEMENT PROPOSE PRESENTING LETTER TO GOVERNMENT, THAT OF WHICH HAS BEEN INITIALED AND WILL BE CONFIRMED BY GOVERNMENT. CONSISTS MOSTLY OBVIOUS INTERPRETATION BUT WITH APPROVAL FOLLOWING STATEMENT ON ARTICLE V (a) :-

"WITH RESPECT TO THE OBLIGATION OF THE GOVERNMENT TO 'FACILITATE THE OPERATIONS OF THE ADMINISTRATION TO THE FULLEST EXTENT POSSIBLE', THE WORD 'POSSIBLE' IS UNDERSTOOD BY US TO HAVE THE MEANING 'POSSIBLE WITH DUE REGARD TO THE NEEDS OF THE ITALIAN PEOPLE' ". 4651

-3-

331

4. LETTER TO CONTAIN ALSO FOLLOWING STATEMENT PROPOSED BY
GOVERNMENT REPRESENTATIVES:-

"IN CONFORMITY WITH THE REQUEST OF THE ITALIAN GOVERNMENT,
THE FOLLOWING LANGUAGE, PREVIOUSLY INCLUDED AS PARAGRAPH (b)
OF ARTICLE VII, HAS BEEN ELIMINATED FROM THE TEXT OF THE
AGREEMENT: (QUOTING). THE ITALIAN GOVERNMENT HAS, HOWEVER,
GIVEN ASSURANCE THAT, IF THERE ARISE IN PRACTICE ANY SUCH
CASES OF NATIONALITY AS ARE CONTEMPLATED BY THE QUOTED
PARAGRAPH, THEY WILL BE FAVORABLY CONSIDERED BY THE GOVERNMENT
SO AS TO GRANT, TO ADMINISTRATION PERSONNEL TO WHOM THE QUOTED
PARAGRAPH WOULD APPLY, THE SAME TREATMENT AS IS GRANTED TO
ADMINISTRATION PERSONNEL WHO ARE NOT NATIONALS OR PERMANENT
RESIDENTS OF ITALY."

INFER THIS IS MATTER OF PRESTIGE AND BARGAINING POSITION OF
GOVERNMENT WITH OTHER GOVERNMENTS. ^{HOWEVER} /GOVERNMENT STATES WILLING
PERMIT UNRRA DISCLOSE THIS STATEMENT TO OTHER GOVERNMENTS WITH
WHICH UNRRA NEEDS TO CONCLUDE SUCH ARRANGEMENTS.

5. GOVERNMENT REPRESENTATIVES EXTREMELY COOPERATIVE THROUGHOUT
DISCUSSIONS. NO IMPORTANT DIFFICULTIES RAISED. MISSION STAFF
STRONGLY RECOMMEND ACCEPTANCE ALL CHANGES. PROMPT ACCEPTANCE
WILL FACILITATE IMMEDIATE COMMENCEMENT OPERATIONS.

6. ASSUME YOU HAVE NO OBJECTION TO RELEASING TEXT OF AGREEMENT
TO PUBLIC. GOVERNMENT POSITION THIS MATTER NOT YET ASCERTAINED.
WILL CABLE WHEN KNOWN.

KIRK.

c.c. Keeny
✓Hawes Washington
Registry Control London
Subject file
Reader "
Cochran
ABHAWES/mds

4653

2208/EG

16 February 1945.

Mr. S. M. Keeny,
Chief, UNRRA Italian Mission.

Dear Mr. Keeny:

In reply to your letter of February 16th, the responsibility for concluding an agreement with UNRRA rests solely with the Italian Government. If the Italian Government is willing to sign the agreement in the form furnished by you to the Commission on February 6th, the Allied Commission has no objection.

As requested, I am sending a copy of this letter to Prime Minister Bonomi.

Yours sincerely,

/s/ Ellery W. Stone

ELLERY W. STONE
Rear Admiral, USNR
Chief Commissioner

Copy to: His Excellency Ivanoe Bonomi,
The President of the Council of Ministers,
Italian Government,
Rome.

4643

CC: DCOS Econ Sec
DCOS CA Sec

RESTRICTED ²²⁰⁸
Line

JO/mlm

ALLIED FORCE HEADQUARTERS
APO 512

Chief of Staff
Section

AG 200.2/085 GBI-O

7 February 1945

FEB 11 1945
12/2

SUBJECT: Identity Document - UNRRA Personnel.

TO : All Concerned.

Letter, this headquarters, file AG 200.2/139 GBI-O, dated 18 October 1944, subject as above is amended by adding the following:

"In the case of UNRRA personnel operating in Greece, where it is impracticable for Certificates to be forwarded to this headquarters this indorsement will be entered, signed and stamped by responsible authorities of Headquarters Land Forces and Military Liaison Greece."

BY COMMAND OF FIELD MARSHAL ALEXANDER:

DISTRIBUTION:
"G"

Jack Carter
JACK CARTER,
Captain, AGD,
Asst Adjutant General.

HEADQUARTERS, 2675TH REGT. AC (OVHD)
Distributed by this Headquarters for
Information, Guidance, and Compliance.

4648
12/2

RESTRICTED

2208
UNRRA - ITALIAN MISSION

MEMORANDUM

To : Major Robert E. Doe, Liaison Officer, Ret. No. AC
From : S. M. Keeny, Chief UNRRA Italian Mission Date 7 February 1945
Subject: Provision for UNRRA Local Expenses under the Proposed Agreement with the Government

322
FEB 7 1945
321

As you know, Article VI (b) of the proposed agreement with the Italian Government provides that the Government shall establish a lire credit in the name of UNRRA equivalent, at the official rate of exchange, to the foreign exchange costs incurred by UNRRA in connection with its programs in Italy. The credit, therefore, can be expected to amount eventually to approximately five billion lire at the present rate of exchange.

You have asked about the figure of 15 percent of this credit, which has been mentioned as the amount to be devoted to UNRRA expenses. This figure is not contained in the Agreement. In discussions with Government representatives, we have stated that we estimate that 15 percent of the credit (750,000,000 lire) will cover all of UNRRA's direct expenditures in Italian lire. It should be noted that these expenses include, not only administrative expenses of the Italian Mission and of other missions to the extent that they are stationed in Italy, but also the operating expenses of the programs which are to be carried on in Italy directly by UNRRA; this means primarily the program for assistance of displaced United Nations nationals. In fact by far the largest part of the estimated amount will be devoted to this latter type of expenditure.

The balance of the credit estimated at 85 percent, not needed for UNRRA's direct expenditures, will be spent in accordance with plans jointly formulated with the Italian Government and will be principally expended by the Government to finance its operations under such plans. Such expenditures will be for items like transportation, distribution, purchase of local supplies, fuel and equipment.

SEE Minute 325, 326
4048

Declassified E.O. 12356 Section 3.3/NND No. 785017

HEADQUARTERS ALLIED COMMISSION

APO 394

Office of the Chief of Staff

Ref: 2208/298/COS.

5 February 1945.

SUBJECT: UNRRA Agreement.

TO : Economic Section.
Attn: Major Doe.

The Chief of Staff instructs me to say that the Chief Commissioner thinks there is a 15% limit on expenses paid to UNRRA in the financial part of the agreement. Will you please check and confirm.

P. Russell

PA to COS.

343

4040

6 Feb.
21

HEADQUARTERS ALLIED COMMISSION
APO 304
ECONOMIC SECTION

ROUTING AND WORK SHEET

Each note must be numbered and each space completely filled in. THIS WORK SHEET MUST NOT BE REMOVED FROM THE CORRESPONDENCE TO WHICH ATTACHED UNTIL ACTION IS COMPLETED AND THEN FILED WITH FILE COPIES OF COMMUNICATION TO WHICH IT PERTAINS. A line will be drawn the full width of the page under each note.

SUBJECT: Agreement Between the Government of Italy and UNRRA.

No	Date	To	REMARKS	From
1	6/27/45	COS	Attention: Brigadier Lush. 1. Attached are copies of the final agreement between UNRRA and the Italian Government as finally approved today in a meeting between representatives of the Government and UNRRA. 2. The changes in the original mimeographed draft are indicated by typed slips fastened on to the pages. Mr. Keeny has stated that he must cable these changes to UNRRA's Washington Headquarters for approval from there. He would prefer to have AC reactions first but feels that he must send the cable within 24 hours in any event. He therefore asks if you can indicate your approval or your comments within that time. Also attached is a copy of an explanatory letter to the President of the Council of Ministers. This letter has also been approved by representatives of the Italian Government and UNRRA.	R.L.Doe, Major, Econ.Sec. (314) (39)
			SEE Minute 323	4645

0743

Declassified E.O. 12356 Section 3.3/NND No. 785017

Page 1

No	Date	To	REMARKS	From

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UNITED NATIONS
RELIEF AND REHABILITATION ADMINISTRATION
ITALIAN MISSION

(30)

Telephone 478080

Ref. No.

His Excellency Ivanoe Bonomi
President of the Council of Ministers
Rome

Your Excellency:

In connection with the signing of the Agreement between the Italian Government and the United Nations Relief and Rehabilitation Administration, I take pleasure in confirming the following:

1. Article IV (c) (i)

There is nothing in the Agreement which prevents the use of existing agencies for distribution. It will be the policy of this Mission to advocate the use of such agencies, if satisfactory, rather than to seek the establishment of new organizations. Of course, the use of any particular agency, whether existing or new, must, under the terms of Article IV (c) ~~X~~, "be in accordance with plans which are agreed upon between the Administration and the Government."

2. Article IV (c) (iv)

There is nothing in the Agreement which prohibits the charging of payments for the receipt of assistance. This, again, is a matter to be determined by further agreement between the ⁴⁶⁴⁴ Administration and the Government. The determination must, however, be consistent with the policy of the Council of the Administration that "distribution should be so conducted that all classes of the

-2-

(318)

population, irrespective of their purchasing power, shall receive their equitable shares of essential commodities." (Resolution 7, Section 3). In any distribution, priority must necessarily be given to the most needy, and the price policy must not prevent distribution to the destitute.

3. Article V (a)

With respect to the obligation of the Government to "facilitate the operations of the Administration ~~as far~~ to the fullest extent possible", the word "possible" is understood by us to have the meaning "possible with due regard to the needs of the Italian people."

4. Article V (b)

Although the Administration must retain ultimate responsibility for epidemic control operations conducted under Council Resolution 57, it will be our policy to agree to a division of operating functions which will give to the Italian Government the largest possible share of the actual epidemic control work aside from that to be carried on among displaced United Nations nationals.

5. Article VI (b)

The Italian currency credit, to be provided by the Government under Article VI (b) of the Agreement, will be used only to discharge indebtedness incurred in Italian currency. Its use is not confined, however, to the interest of Italy or to objects which have the agreement of the Italian Government. Thus, it is to be available for payment of Italian currency expenses incurred in caring for displaced persons of United Nations nationality. It is also to be available for administrative services of the Administration incurred in Italian currency for the relief of other areas. As you know, portions of the

4643

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(317)

Balkan, Yugoslav and Albanian Missions are, for the time being, stationed in Italy. The credit is to be available for the payment of the administrative expenses of this personnel, so far as they are incurred in Italian currency. Moreover, Article VI (d) (ii) contemplates the possibility of the use, with the agreement of the Government, of part of the credit for the transfer of goods from or across Italy for the relief of other areas. On the other hand, the consent of the Italian Government will not be required for the use of the credit for the direct Italian currency expenses of the Administration, incurred in connection with either the "Italian" programs (under Council Resolution 58) or the "non-Italian" programs (under Council Resolution 57).

The rate of exchange to be used in determining the amount of Italian currency to be added to the credit as equivalent to the foreign exchange costs of the Administration is the ^{official} ~~legal~~ rate of exchange prevailing on the date of the addition to the credit.

6. Article VII

In conformity with the request of the Italian Government, the following language, previously included as paragraph (b) of Article VII, has been eliminated from the text of the Agreement:

"(b) Administration personnel who are nationals of Italy but who are not permanent residents of Italy 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 IX as Administration personnel who are not nationals of Italy or permanent residents thereof."

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(3H)

The Italian Government has, however, given assurance that, if there arise in practice any such cases of nationality as are contemplated by the quoted paragraph, they will be favorably considered by the Government so as to grant, to Administration personnel to whom the quoted paragraph would apply, the same treatment as is granted to Administration personnel who are not nationals or permanent residents of Italy.

7. Article VII (a)

It is agreed that the Administration and its staff will enjoy in Italy, immediately after the signature of the Agreement, the immunities, facilities, privileges and exemptions mentioned in Section I, 1 and 3 (c) of Resolution 32 and Section I, 1 (a) of Resolution 34, to the extent that such immunities, facilities, privileges and exemptions are normally granted to diplomatic representatives in Italy in the performance of their official functions. The recommendations in Section I, 3 (d) of Resolution 32 and Section I, 1 (b) of Resolution 34 for the grant of additional immunities, facilities and privileges are subject to further negotiation between the Government and the Administration.

8. Article VII (b)

We understand that the Government is anxious to make sure that the exemptions provided by this paragraph are used only for the supplies referred to in the paragraph. Either the supplies shipped out will originate from warehouse space controlled by or assigned to us or we shall be glad to submit the shipments to inspection. The inspection should be conducted in such a way, however, as to cause no unreasonable delays.

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9. Article IX (d)

This provision will, as a matter of policy, be used only where assertion of tax immunity is impossible or difficult. It will be regarded by us as a last resort, and will not be used if the tax immunity granted in accordance with Article IX (a) can, in the particular circumstances, be successfully asserted.

This statement is intended to take the place of the statements on the interpretation and application of the same points in the Agreement which were contained in previous correspondence between this Administration and representatives of the Italian Government.

I shall be happy if you will confirm your acceptance of the position of the Administration stated in this letter.

Sincerely yours,

S. M. Keeny
Chief, UNRRA Italian Mission

4643

(unclassified)
314

*Agreement between
The Government of Italy
and*

Confidential

*The United Nations Relief and Rehabilitation
Administration*

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 58 of the Council of Administration, the scale and nature of its operations and the standard of its provision in Italy were approved and principles with regard to payment for such operations were adopted, and the Government of Italy (hereinafter referred to as the Government) has requested the Administration to furnish Italy with assistance in accordance with such Resolution; and

Whereas, by Resolution 57 of the Council, the Administration was authorized to carry out operations in Italy for the care and rehabilitation 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 principles with regard to payment for such operations were adopted, and the Government has indicated its willingness that the Administration undertake, within Italy, operations pursuant to such Resolutions; and

Whereas, in accordance with Resolutions 14, 57 and 58 of the

ministration, the scale and nature of its operations and the standard of its provision in Italy were approved and principles with regard to payment for such operations were adopted, and the Government of Italy (hereinafter referred to as the Government) has requested the Administration to furnish Italy with assistance in accordance with such Resolution; and

Whereas, by Resolution 57 of the Council, the Administration 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 principles with regard to payment for such operations were adopted, and the Government has indicated its willingness that the Administration undertake, within Italy, operations pursuant to such Resolutions; and

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

And
The UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION, represented by _____
HAVE AGREED AS FOLLOWS:

~~Confidential~~

Agreement between

The Government of Italy
andThe United Nations Relief and Rehabilitation
Administration

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 53 of the Council of Administration, the scale and nature of its operations and the standard of its provision in Italy were approved and principles with regard to payment for such operations were adopted, and the Government of Italy (hereinafter referred to as the Government) has requested the Administration to furnish Italy with assistance in accordance with such Resolution; and

Whereas, by Resolution 57 of the Council, the Administration was authorized to carry out operations in Italy for the care and rehabilitation 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 principles with regard to payment for such operations were adopted, and the Government has indicated its willingness that the Administration undertake, within Italy, operations pursuant to such Resolutions; and

Whereas, it is desired that the mutual responsi-

principles with regard to payment for such operations were adopted, and the Government of Italy (hereinafter referred to as the Government) has requested the Administration to furnish Italy with assistance in accordance with such Resolution; and

Whereas, by Resolution 57 of the Council, the Administration 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 principles with regard to payment for such operations were adopted, and the Government has indicated its willingness that the Administration undertake, within Italy, operations pursuant to such Resolutions; and

Whereas, it is desired that the mutual responsibilities of the Administration and the Government with respect to relief and rehabilitation in Italy shall be definitely established, and that the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The GOVERNMENT of ITALY, represented by _____

and

THE UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION, represented by _____

HAVE AGREED AS FOLLOWS:

Article I

Status of the Administration

The Government recognizes the establishment of the Administration by the Agreement of November 9, 1943 and the possession by the Administration of the status and powers conferred by that Agreement. It undertakes to take such steps, including the promulgation of legislation, as may be necessary to confirm, for the territory of Italy, the possession of such status and powers by the Administration.

Article II

Relief and Rehabilitation Programs for Italy

(a) Subject to the relevant provisions of the Agreement and Resolutions of the Council, the Administration will conduct in Italy, in agreement and cooperation with the Government, relief and rehabilitation programs falling within the following categories:

(i) the provision of medical and sanitary aid and supplies;

(ii) assistance in the care and return to their homes of displaced persons;

(iii) care of, and welfare services for, children and nursing and expectant mothers.

(b) Such programs are to be supplementary to, and not in substitution for, relief and rehabilitation presently being carried on by the Government.

Relief and Rehabilitation Programs for Italy

(a) Subject to the relevant provisions of the Agreement and Resolutions of the Council, the Administration will conduct in Italy, in agreement and cooperation with the Government, relief and rehabilitation programs falling within the following categories:

(i) the provision of medical and sanitary aid and supplies;

(ii) assistance in the care and return to their homes of displaced persons;

(iii) care of, and welfare services for, children and nursing and expectant mothers.

(b) Such programs are to be supplementary to, and not in substitution for, relief and rehabilitation presently being carried on by the Government.

(c) As a part of such programs, the Administration will furnish supplies and services, subject, however, to the limitations imposed by military operations and necessities, by the Administration's resources, and by Resolution 58. Moreover, they will be furnished only to the extent that need therefor is established and that mutually satisfactory working arrangements between the Government and the Administration are concluded.

Article III

Administration of Services

The services furnished by the Administration pursuant to Article II 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, 7 through 10 and 58. Wherever necessary the Government will take measures to insure that such policies are followed throughout the country.

Article IV

Transfer and Distribution of Supplies

(a) The Government will have the primary responsibility for the distribution within Italy of supplies furnished by the Administration pursuant to Article II above and will take appropriate measures to assure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 2, 7 and 58.

(b) The supplies furnished by the Administration pursuant to Article II above, which are destined for Italy, will be consigned to the Administration mission in the country. The transfer of such supplies to the Government or its designee, against appropriate receipts, will be at such points as may be agreed upon from time to

Article IV

Transfer and Distribution of Supplies

(a) The Government will have the primary responsibility for the distribution within Italy of supplies furnished by the Administration pursuant to Article II above and will take appropriate measures to ensure that such distribution will be governed by the policies of the Council, particularly as embodied in Resolutions 3, 7

and 58.

(b) The supplies furnished by the Administration pursuant to Article II above, which are destined for Italy, will be consigned to the Administration mission in the country. The transfer of such supplies to the Government or its designee, against appropriate receipts, will be at such points as may be agreed upon from time to time by the Government and the Administration.

(c) The distribution of such supplies within Italy shall be in accordance with plans which are agreed upon between the Administration and the Government and which cover, at least, the following subjects:

(i) The agencies, organizations and channels of distribution for the supplies furnished by the Adminis-

tration.

(ii) The facilities and methods for handling, moving and storing such supplies.

(iii) The selection of the ultimate recipients of the supplies.

(iv) The terms on which the supplies are to be transferred to such recipients.

(d) The Government will afford representatives of the Administration full opportunity to observe and inspect the distribution within Italy of the above-mentioned supplies and to consult with the appropriate governmental authorities with respect to such distribution. The Government will accord such representatives reasonable access to warehouses, transport depots, distribution centers, and other places and to all materials, records, files, and books of account to the extent necessary to insure adequate information regarding the movement and distribution of the supplies.

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

ed supplies and to consult with the appropriate governmental authorities with respect to such distribution. The Government will accord such representatives reasonable access to warehouses, transport depots, distribution centers, and other places and to all materials, records, files, and books of account to the extent necessary to insure adequate information regarding the movement and distribution of the supplies.

(c) The Government will afford the Administration opportunity for, and will cooperate with the Administration in, making public information regarding deliveries and distribution of 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 V

Programs in Connection with Certain Classes of Displaced Persons and for Epidemic Control

(a) The Government agrees that the Administration may undertake such operations in Italy as it deems necessary, pursuant to Resolution 57, for the care and repatriation or return of displaced persons as contemplated by Resolution 10, or of other persons who have been obliged to leave their

- 5 -

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. The Administration shall have primary responsibility for the conduct of such operations. However, the Government will facilitate the operations of the Administration in this connection to the fullest extent possible, in particular by making available, where possible, the necessary hospital and other facilities.

(b) The Government agrees that the Administration may undertake such operations in Italy as it deems necessary, for the control of epidemics, pursuant to Resolution 57. The nature, scope and conditions of such operations shall be in accordance with plans agreed upon between the Administration and the Government. The Government agrees promptly to carry out those measures for the control of epidemics which are assigned to it in such agreed-upon plans and to facilitate the operations of the Administration to the fullest extent possible in carrying out those measures which are assigned to the Administration in such plans.

Article VI

Financial Provisions

(a) Subject to the provisions of paragraph (d)

4637

(b) The Government agrees that the Administration may undertake such operations in Italy as it deems necessary, for the control of epidemics, pursuant to Resolution 57. The nature, scope and conditions of such operations shall be in accordance with plans agreed upon between the Administration and the Government. The Government agrees promptly to carry out those measures for the control of epidemics which are assigned to it in such agreed-upon plans and to facilitate the operations of the Administration to the fullest extent possible in carrying out those measures which are assigned to the Administration in such plans.

Article VI

Financial Provisions

(a) Subject to the provisions of paragraph (d) of this Article, the Government agrees to bear (1) all ⁴⁶³⁷ of the Italian currency expenses which are incurred within Italy in the execution of relief and rehabilitation programs undertaken pursuant to Articles II through V of this Agreement (including such expenses incurred prior to the date of this Agreement in preparation for such programs) and (2) the Italian currency expenses incurred by the Administration within Italy in connection with relief and rehabilitation of other areas. Such expenses will include, but not be limited to, payments to personnel, and the costs of rent, storage, communication, transportation and public

- 6 -

services.

(b) On or before , the Government ☒ shall establish, in the name of the Administration, 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, the Administration shall report to the Government the estimated amount of the cost, incurred in foreign currency (and not previously reported), of all supplies and services expected to be furnished by the Administration, for relief and rehabilitation programs under Articles II through V of this Agreement, up to the end of the quarter in which such date falls. As actual costs are ascertained in any quarter, the Administration 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 this 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 this Agreement, shall be returned to the Government or credited against its obligations under paragraph (a) of this Article. For the purposes of this paragraph, the terms "calendar

programs under Articles II through V of this Agreement, up to the end of the quarter in which such date falls. As actual costs are ascertained in any quarter, the Administration 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 this 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 this Agreement, shall be returned to the Government or credited against its obligations under paragraph (a) of this Article. 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.

c) Upon request, the Government shall, from time to time, transfer to the account of the Administration such amounts out of the credit so established as the Administration may deem necessary (1) for payment of the Italian currency expenses incurred by the Administration within Italy in the execution of the programs undertaken pursuant to Articles II through V of this Agreement (including such expenses incurred prior to the date of this Agreement in preparation of such programs), (2) for payment of the Italian currency expenses, other than those provided for in

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paragraph (d) (ii) of this Article, incurred by the Administration within Italy in connection with relief and rehabilitation of other areas, and (3) for the maintenance of an adequate working balance for such purposes.

(d) In addition to the utilization of the Italian currency credit for the purposes set forth in paragraph (c) of this Article, the Administration may utilize, or release to the Government, such credit for other purposes in accordance with programs jointly formulated and agreed to by the Government and the Administration. Such purposes shall include, but not be limited to, the following:

(i) Payment of the Government's expenses in the execution of relief and rehabilitation programs undertaken pursuant to Articles II through V of this Agreement.

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(ii) Transport within Italy of supplies for relief and rehabilitation of other areas and procurement of supplies in Italy for such purposes in so far as such procurement is consistent with the economic requirements of Italy and is not in conflict with the Government's engagements of an international character.

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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.

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and with programs jointly formulated and agreed to by the Government and the Administration. Such purposes shall include, but not be limited to, the following:

(i) Payment of the Government's expenses in the execution of relief and rehabilitation programs undertaken pursuant to Articles II through V of this Agreement.

(ii) Transport within Italy of supplies for relief and rehabilitation of other areas and procurement of supplies in Italy for such purposes in so far as such procurement is consistent with the economic requirements of Italy and is not in conflict with the Government's engagements of an international character.

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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.

(f) In accordance with the determination of the Director General made pursuant to Section 2(b) of Resolution 37 and Section 3(b) of Resolution 52, the Administration shall provide relief supplies and services in Italy within the limits imposed by the Resolutions of the Council, without establishing any claim on the Government for foreign exchange. This determination is subject to review within 6 months of the inception of the program undertaken pursuant to either Article II or Article V, in the light of an ex-

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mination of the situation then prevailing. The provisions of this paragraph are subject to revision by the Administration in accordance with any further determination made as a result of such review, except that in no case shall such revision establish a claim against the Government for supplies or services which have been provided in Italy within six months after the date of this Agreement.

Article VII

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 to member governments in the Resolutions of the Council contained in Annex I to this Agreement. As used in this Agreement, the term "Administration personnel" includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration in operations for which the Administration has direct responsibility.

(b) ~~Administration personnel who are nationals of Italy but who are not permanent residents of Italy and who have by naturalization or otherwise acquired another nationality shall be entitled to the same facilities and immunities and privileges and exemptions as Article VII~~

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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 to member governments in the Resolutions of the Council contained in Annex I to this Agreement. As used in this Agreement, the term "Administration personnel" includes, in addition to employees of the Administration, employees of non-indigenous voluntary relief societies working under the authority of the Administration in operations for which the Administration has direct responsibility.

~~The Administration personnel shall be considered as of Italy but who are not permanent residents of Italy and who have no nationality or other status which would entitle them to special privileges and immunities and this article shall not apply to Administration personnel who are not nationals of Italy or permanent residents thereof.~~

(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 Italy, but in case of such transfer appropriate adjustments shall be made in the currency credits and accounts referred to in Article VI.

(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 VIII

Furnishing of Local Property

At the request of the Administration the Government will secure for the Administration, by requisitioning if necessary, any real or personal property which is located in Italy and which the Administration and the Government agree to be necessary for the execution of relief and rehabilitation programs undertaken pursuant to Articles 40-42 through V of this Agreement.

lease or loan basis or, if the property is expendable, title to it shall be transferred to the Administration without charge. The Government shall defend and hold the Administration harmless against all claims asserted on account of the use or transfer of the property or its damage, deterioration, destruction, consumption or loss. The Administration 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 no financial liability insofar as the Administration

shall not be liable to the Government for such property (except for the

for the Administration, by requisitioning if necessary, any real or personal property which is located in Italy and which the Administration and the Government agree to be necessary for the execution of relief and rehabilitation programs undertaken pursuant to Article IX through V of this Agreement.

Lease or loan basis or, if the property is expendable, title to it shall be transferred to the Administration without charge. The Government shall fund and hold the Administration harmless against all claims asserted on account of the use or transfer of the property or its damage, deterioration, destruction, consumption or loss. The Administration 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 no financial liability to the Government. The Administration 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 Article shall be credited to the Government against its obligation to bear the Administration's Italian currency expenses under Article VI.

Article IX.

Transition

(a) The Administration, its assets, property,

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income and its operations and transactions of whatsoever nature shall be immune from all taxes, and duties of any kind imposed by the Government or any political subdivision thereof or by any other public authority in Italy. The Administration shall also be immune from liability for the collection or payment of any tax or duty of any kind imposed by the Government or any political subdivision thereof or by any other public authority.

(b) No tax or duty of any kind 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 personnel services paid by the Administration or by non-indigenous voluntary relief societies to its officers, employees or other administration personnel (as defined in Article VII hereof) who are not nationals of Italy 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 or duty or

any kind of expropriation which would impair the effectiveness of the

(b) No tax or duty of any kind 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 military societies to its officers, employees or other Administration personnel (as defined in Article VII hereof) who are not nationals of Italy 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 or duty of any kind in a manner which reduces the resources of the Administration.

(d) If in the case of any particular tax or duty it is determined by the Administration that it is more practical for the Administration in the first instance to pay the tax or duty than to assert the immunity granted by this Article, the Government will promptly reimburse to the Administration the amount of such payment. This obligation is in addition to any

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obligation under Article VI.

Article X

Personnel

(a) The Administration shall be free

(i) to bring into Italy personnel of such types and in such numbers as it deems necessary to discharge effectively its responsibilities under this Agreement, the Agreement of November 9, 1943 and the Council Resolutions; and

(ii) to employ residents of Italy to the extent that it deems necessary for the effective discharge of those responsibilities.

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

(c) The Government undertakes, without charge to the employees involved or to the Administration, except as indicated below, to provide

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discharge effectively its responsibilities under this Agreement, the Agreement of November 9, 1943 and the Council Resolutions; and

and

(11) to employ residents of Italy to the extent that it deems necessary for the effective discharge of those responsibilities.

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

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(c) The Government and it shall, without charge, to the employees involved or to the Administration except as indicated below, (1) to provide to all employees of the Administration 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 the Administration to which the Administration would be subject under

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Italian law if the Administration were an Italian private enterprise. The charges otherwise payable by the employees and the Administration for such coverage and the damages payable on account of such liabilities shall be credited to the Government against its obligation to bear the Administration's Italian currency expenses under Article VI. This provision shall not limit, however, the benefits payable by the Administration to such employees, for which the Government shall, pursuant to Article VI, make reimbursement.

(d) The Administration 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.

Article VI

Reports and Records

(a) The Government will maintain adequate statistical and other records on policy and rehabilitation operations 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 reports, records and information as the Administration shall request pertaining to policy and rehabilitation or necessary to the discharge of its

Article VI, War Relocation Authority.

(d) The Administration 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.

Article XI

Reports and Records

(a) The Government will maintain accurate statistical and other records on relief and rehabilitation operations 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 reports, records and information as the Administration shall request pertaining to relief and rehabilitation or necessary to the discharge of the Administration's responsibilities.

Article XII

Compliance with the Agreement of November 9, 1943 and the Council Resolutions

The Government will comply with and carry out the principles of the Agreement of November 9, 1943, and the recommendations to War Relocation Authority contained in the Resolutions of the Council.

Article XIII
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.

mutual consent.

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

Article XV

Designation of Responsible Government Official

The President of the Council of Ministers or his designee shall, on behalf of the Government, be responsible for the performance of the Government's obligations under the Agreement.

Article XVI

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

mutual consent.

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

Article XV

Designation of Responsible Government Official

The President of the Council of Ministers or his designee shall, on behalf of the Government, be responsible for the performance of the Government's obligations under the agreement.

Article XVI

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 I and VI through XII of this Agreement shall remain in force for the purpose of an orderly liquidation until such liquidation is completed.

Done in English in the City of Rome _____

day of _____, 1945.

Annex I

RESOLUTION No. 3

A Resolution Relating to Assistance From Member Governments

RESOLVED

That the Council recommends that member governments take such steps as may be necessary and feasible to facilitate any operations of the Administration within areas under their control, assisting the Administration in obtaining such services, facilities, and personnel as may be required to carry on such operations, and arranging to the extent possible that the Administration's expenditures for services, facilities, supplies, equipment, and personnel be minimized so that its resources may be devoted directly to relief and rehabilitation.

RESOLUTION No. 6

A Resolution Relating to Collaboration With Regard to Economic Measures

RESOLVED

That the Council recommends that member governments consult with the Director General with a view to avoiding, so far as possible, the subjection of the funds, supplies, equipment, and services of the Administration to economic measures which might diminish the effectiveness of such activities or impose financial burdens on the Administration.

RESOLUTION No. 32

A Resolution Relating to Facilities and Immunities for the Administration, Its Council and Committee Members and Its Staff

WHEREAS

The Council is desirous of insuring to the Administration and its agents the independence necessary for the efficient performance of the duties entrusted to them, and of avoiding the imposition of financial burdens upon the funds contributed by member governments to the Administration; it is therefore

RESOLVED

I. That the Council recommends:

1. That the member governments accord to the Administration the facilities, privileges, immunities, and exemptions which they accord to each other, including

- (a) 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;
- (b) Inviolability of premises occupied by and of the archives of the Administration;
- (c) Exemptions from taxation, including customs duties;
- (d) Exemptions from or facilities in respect of foreign exchange controls.

2. That member governments take any steps that they may consider necessary to enable the Administration to exercise within their jurisdiction the powers conferred on it by Article I, paragraph 1, of the Agreement.

3. That member governments accord to representatives of member governments on the Council and its committees and to the officials and employees of the Administration when engaged on the business of the Administration, the following privileges and immunities in their respective territories:

- (a) 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;
- (b) immunity from taxation on official salaries, allowances, officials, or employees

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they accord to each other, including

- (a) 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;
- (b) Inviolability of premises occupied by and of the Archives of the Administration;
- (c) Exemptions from taxation, including customs duties;
- (d) Exemptions from or facilities in respect of foreign exchange controls.

2. That member governments take any steps that they may consider necessary to enable the Administration to exercise within their jurisdiction the powers conferred on it by Article I, paragraph 1, of the Agreement.

3. That member governments accord to representatives of member governments on the Council and its committees and to the officials and employees of the Administration when engaged on the business of the Administration, the following privileges and immunities in their respective territories:

- (a) 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;
- (b) immunity from taxation on official salaries, allowances⁴⁶²⁸ other emoluments as representatives, officials, or employees of the Administration;
- (c) 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 other member governments;
- (d) any further privileges and immunities that the Director General may request as necessary to safeguard representatives, officials, or employees in the territories of any member government where they are engaged and particularly those engaged in field operations in the areas in which the Administration may be undertaking relief and rehabilitation.

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(Resolution No. 32 - cont'd)

provided that each member government shall determine to what extent the above recommendations shall apply to its own nationals, and to non-nationals, in permanent residence in its territories.

4. That the member governments make any necessary arrangements with the Director General for the application of the foregoing recommendations.

II. That the Council requests the Director General

1. To initiate immediate negotiations with member governments to bring such arrangements into operation as rapidly as possible.

2. Wherever appropriate, to approach non-member governments with a view to their granting each of the above-mentioned facilities, privileges, immunities, and exemptions as may be desirable to facilitate the work of the Administration.

RESOLUTION No.33

A Resolution Relating to Immunities and Priorities for Transit
Goods

RESOLVED

That the Council recommends that each member government expedite to the extent possible supplies and equipment of the Administration in transit, and that it exempt such supplies and equipment of the Administration from adverse local action or seizure. ✓

RESOLUTION No. 34

303

A Resolution Relating to Official Correspondence of the Administration

WHEREAS

The Council recognizes the need for expedition, economy, and secrecy in the transmission of the official correspondence of the Administration; it is therefore

RESOLVED

I. That the Council recommends:

1. That the member governments accord to the official correspondence of the Administration

(a) the same treatment as is accorded by them to the official correspondence of other 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 Administration.

(b) Appropriate postal facilities, including such franking privileges or arrangements for the use of specially printed or overprinted stamps as may be possible.

2. That the member governments make any necessary arrangements with the Director General for the application of the foregoing recommendations.

II. That the Council requests the Director General:

1. To initiate immediate negotiations with member governments to bring such arrangements into operation as rapidly as possible. 4623

2. Wherever appropriate, to approach non-member governments with a view to their granting such of the above-mentioned facilities, privileges, immunities, and exemptions as may be desirable to facilitate the work of the Administration.

RESOLUTION No.35

A Resolution Relating to Communications with Neutral Governments

RESOLVED

That the Council recommends that member governments extend to the Director General technical facilities for communicating with governments neutral in the present conflict.

RESOLUTION No. 36

301

A Resolution Relating to Travel Facilities for the Staff of the Administration

WHEREAS

The Council has in mind the importance of securing the expeditious and unhindered travel of officials and employees of the Administration necessary to permit the prompt fulfillment by the Administration of the urgent tasks entrusted to it; it is therefore

RESOLVED

I. That the Council recommends:

1. That the Director General issue to officials and employees of the Administration for use when traveling on official business a document identifying the official or employee and requesting in the name of the Administration that all appropriate facilities be granted to the bearer.

2. That all member governments give full recognition to such documents and instruct their diplomatic, consular, customs, and immigration services and any other services which may be concerned to recognize such documents as entitling the bearer to all appropriate facilities.

3. That in respect to passports and visas the member governments accord to the officials and employees of the Administration the same treatment as is accorded to the officials and employees of comparable rank of their own or other governments.

4. That all member governments take the necessary steps to grant all appropriate and possible priorities for the travel of the officials of the Administration on official business and government rebates for such travel.

5. That the member governments make any necessary arrangements with the Director General for the application of the foregoing recommendations.

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II. That the Council requests the Director General:

1. To initiate immediate negotiations with member governments to bring such arrangements into operation as rapidly as possible.

2. Wherever appropriate, to approach non-member governments with a view to their granting such of the above-mentioned facilities, privileges, immunities, and exemptions as may be desirable to facilitate the work of the Administration.

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