

SECRET

Regd. No.

UNRRA (EUROPEAN REGION).

SECRET: TO BE CIRCULATED UNDER COVER

DG 25/10/26
Vol I Closed.

Date of Paper	FROM WHOM
JUNE, 1945	
Date Registered	SUBJECT
1.11.45.	RELATIONS WITH MILITARY ADMINISTRATION U.N.R.R.A. OPERATIONS - GERMANY U.K. ZONE

RESTRICTED

NOTE. This file must always be passed on VIA the REGISTRY.

MP102D UN 9798/275 5M 8/45 HJR & L Gp 52

Referred to	Date	Referred to	Date	Referred to	Date
M. [unclear]	3/4/46	Mr. Carter	17/7		
Mr. Stephens	8/8	Registry	25/7		
P.A.	19/8	B/F 13/8 Carter			
Mr. [unclear]	21/8	Mr. [unclear]			
Mr. [unclear]	20/9				
P.A.	2.10.				
Mr. [unclear]	24/10				
PA.	29.10				
Mr. [unclear]	11.11.46				
PA	12.11.46.				
P.A.	4.12.				
Mr. [unclear]	6/12/47				
Mr. [unclear]	13/2				
Registry	13/2				
Registry P.A.	3/4				

5-132-412C

NOTE.-Do not retain this File unnecessarily.

25/10/26
FOREIGN OFFICE,

S.W.1.

WR 3814/1/48

27th December, 1945

Dear Dudley Ward,

Sir George Rendel has asked me to refer to your conversation with him of December 13 on the subject of the responsibilities of UNRRA administration in the British Zone in Germany, and to send you the attached memorandum in case you should find it useful in connection with the Paper which he understands you are preparing for the next meeting of the European Regional Committee

Yours sincerely,

M. A. K. Wolfe

H. Dudley Ward, Esq.
UNRRA.



7G

Responsibilities of UNRRA Administration
in the British Zone in Germany.

Article 2 of the Agreement concluded on November 27th, 1945, between the Director-General and the British Commander-in-Chief reads as follows:-

"PERSONS TO WHOM THIS AGREEMENT RELATES.

The displaced persons in respect of whom UNRRA agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreement);
- (b) Italian nationals;
- (c) Persons of undetermined nationality, and stateless persons;
- (d) Enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or have been deported therefrom, by action of the enemy, because of race, religion or activities in favour of the United Nations;
- (e) Any persons or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

2. It seems clear that in the particular application to the British Zone in Germany of UNRRA's mandate, UNRRA cannot properly assume responsibilities outside its general mandate. Paragraph 2 of the Agreement purports to be a resumé of the general mandate and there would perhaps appear to be no particular harm in the adoption of this course as opposed to an actual quotation of the terms of the mandate unless the latter is distorted or misrepresented in the summary.

3. The statement on the responsibility of UNRRA issued by the Standing Technical Committee on Displaced Persons in Washington on April 6th, 1945, may be taken as a basis for comparison. This must, however, be brought up to date by the insertion of provisions taking account (1) of the Resolution adopted by the Central Committee of the Council on May 28th, 1945, authorising UNRRA to deal with Italian Displaced Persons in Germany, and (2) of Council Resolution No. 71, authorising UNRRA to care for displaced persons without necessarily obtaining the consent of the Government of the country of which they are nationals. Paper TDP(45)13, issued by the Washington Committee on August 1st, is incorrect and misleading, and should be disregarded, but the revised version of the Statement of Categories and Operations Authorised, reproduced in UNRRA Directive No. 1 of October, 1945 is correct.

4. On the assumption, therefore, that the decisive provisions are those stated above, it would seem to follow:-

- (i) that there is no objection to sub-paragraph 2(a) of the Agreement between UNRRA Administration and the C.-in-C.

- (ii) that there is no objection to sub-paragraph 2(b) of the Agreement.
- (iii) that sub-paragraph 2(c) of the Agreement introduces a novel and, so far as appears, unauthorised category, namely "persons of undetermined nationality and stateless persons". The true doctrine appears to be at paragraph B in both the Standing Technical Committee documents referred to, namely that UNRRA has responsibilities in respect of certain persons not possessing United Nations nationality, including stateless persons who have been displaced as a result of the war.
- (iv) sub-paragraph 2(d) seems to be an attempt to reduce to a brief formula the sense and content of Resolution 71. I should not myself go so far as to say that the drafting of this sub-paragraph distorts the sense of Resolution 71. (Actually it suits us in one respect in that it acts as a corrective to the tendency, or at least temptation, to regard a number of ex-enemy nationals worthy of assistance as "stateless".

5. I should, therefore, personally be inclined to conclude, allowing for the necessary imperfections of any drafting which seeks to reduce to a short compass texts which themselves were most carefully drafted, that the only point open to serious objection is sub-paragraph 2(c) since it suggests that UNRRA should be responsible for all "persons of undetermined nationality and stateless persons" in the British Zone in Germany. (It might be convenient later on to assume that they were, but this is a point rather of tactics than of interpretation). I should be inclined to say that sub-paragraph 2(c) should really read "certain persons of undetermined nationality and certain stateless persons". We need not, I think quarrel very much with the substitution of "persons of undetermined nationality" for persons not possessing United Nations nationality", and a degree of elasticity might be useful to the Administration. As an alternative to the introduction at two points of sub-paragraph 2(c) of the word "certain", the point might be met if the beginning of paragraph 2 read "displaced persons in respect of whom UNRRA agrees to assume the responsibility set out below include" (the last word in substitution for "are"). I think that if E.R.O. UNRRA agreed to this drafting change, we might perhaps allow the matter to rest there.

I should not in any case personally think it necessary to go beyond recommending the substitution for sub-paragraph 2(c) of the following words:

"Certain persons not possessing United Nations nationality and certain stateless persons."

DP 105/26
#5669

UNITED NATIONS
RELIEF AND REHABILITATION ADMINISTRATION

1344 CONNECTICUT AVENUE
WASHINGTON 25, D. C.

VIA AIR MAIL

gat.
Mr. Dudley Ward
European Regional Office
U. N. R. R. A.
11 Portland Place
London W-1, England



14 DEC 1945

Dear Ward:

I thank you for your letter of the 4th December, enclosing a copy of the Agreement for Displaced Persons Operations in the British Zone of Germany. We also received at the same time a signed copy of the agreement which was brought over by Robertson and has now been deposited in our archives.

Thank you for your personal note of greeting which I reciprocate heartily. I hope that we may be able to meet before long.

Yours sincerely,

Al Davidson

Alfred E. Davidson
General Counsel

INCOMING CABLE

DG 105/26

Original DP 105/26/1

FRANKFURT.....TO.....LONDON

OFFICE OF GENERAL COUNSEL
ACTION: MR. DUDLEY WARD

No. 716

Dated : 14th Dec. 1945

Rec'd : 14th Dec. 1945

17.10 hrs.

[EN CLAIR]

FROM SIMON TO WAR OFFICE FOR UNRRA FOR GENERAL COUNSEL.

I have received the following cable dated 10th December from Director British Zone, text of which is transmitted for your information and comments "Proposed draft of this agreement has been submitted to me for consideration and local application in British Zone by Malin from Inter-Governmental Committee on refugees and is proposed as a preliminary basis on the Paragraph 4D of UNRRA C in C Agreement for making an approach to C in C for authorisation for IGCR to operate in this zone. Draft commences with first MG and continues through succeeding MG to completion of draft MG". Draft agreement relating to the responsibilities in the British Zone of Germany of the United Nations Relief and Rehabilitation Administration and the Inter-Governmental Committee of refugees.

"This agreement is made on the day of December 1945 between the United Nations Relief and Rehabilitation Administration (hereinafter referred to as UNRRA) and the Inter-Governmental Committee of refugees (hereinafter referred to as IG CR) whereby it is agreed as follows:

1. Object. The object of this agreement is to give effect in the British Zone of Germany to the general policy of co-operation between UNRRA and IG CR as expressed, especially in the following resolutions:
 - (a) UNRRA Council first session 1943 Resolution No.5, Resolution No.10, and report of the sub-committee on policies with respect to assistance to displaced persons committee.
(4) Sub-committee (4 ?5) Paragraph 10.
 - (b) IGCR 4th Plenary Session 1944 proceeding Paragraph 12, it is also the object of this agreement to give effect so far as related between UNRRA and IGCR or concerning the agreement of 27th November 1945 between UNRRA and Commander in Chief of the British Army of the Rhine and the Military Government of the British Zone of Germany (hereinafter referred to as C in C) and to any agreement which may be completed between IGCR and C in C, nothing in this agreement will be interpreted in a manner inconsistent with any such agreement between UNRRA and C in C or between IGCR with C in C respectively, or with the policies established by the UNRRA Council and the IGCR Plenary or Executive Committee.
2. General scope of activities. Subject to the overall responsibilities exercised by C in C, UNRRA and IGCR have respectively the following responsibilities:
 - /(a) By the Agreement

- (a) By the agreement with C in C or 27th November 1945 UNRRA assumed responsibility for certain functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the following categories:
- (1) United Nations Nationals (other than the United Nations Nationals for whom C in C retains responsibility under special agreement)
 - (2) Italian Nationals.
 - (3) Persons of undetermined nationality and stateless persons
 - (4) Enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or have been deported therefrom by action of the enemy because of race, religion or activities in favour of the United Nations and
 - (5) Any person or group of persons to whom the provisions of the agreement may be extended by agreement between the parties.
- (b) Under its constitutional rules IGCR has the functions of preserving maintaining and transporting persons who, as the result of events in Europe, have had to leave or may have to leave their countries of residence because of danger to their lives or liberty on account of their race, religion or political beliefs. For the present IGCR is confirming its practical activities to persons within its mandate who are stateless. Other groups may in the future be brought within the scope of all practical activities.
3. Responsibilities (R) IGCR lying outside the scope of UNRRA.
- (a) Among the groups of persons within the mandate of IGCR there are some who are not displaced as the result of the recent hostilities in Europe (1939 to 1945).
 - (b) Among the functions performed by IGCR for persons within its mandate there is the task of resettlement.
4. Services to be performed by IGCR to fulfill its responsibilities under Paragraph 3.
- (a) Advice and assistance to C in C in preparing for and carrying out the resettlement of persons who are now within or who may in the future be brought within the scope of IGCRS practical activities. This will include:
- (1) Investigation and determination of claims of statelessness.
 - (2) Recommendation on the issue of identity and travel documents as required.
 - (3) Completion of individual information request for resettlement purposes.
 - (4) Negotiation of arrangement for immigration to and reception in countries of temporary settled residence.
- (b) Representation both in general and on behalf of individuals of the civil rights and interests of such persons.

- (c) Assumption of responsibility at the request of C in C for other functions on behalf of such person which fall outside the scope of UNRRA.
- 5. Relationship of UNRRA and IGCR in respect of services described in Paragraph 4.
 - (a) IGCR will keep UNRRA fully informed and will consult with UNRRA concerning activities and plans and will seek the active co-operation of UNRRA Personnel at all levels. UNRRA Officers have local jurisdiction (E.G. as Assembly Centre Directors) IGCR will carry out activities falling within such local jurisdiction by agreement with all UNRRA Officers.
 - (b) UNRRA will assist IGCR in carrying out its activities to the fullest extent permissible within the scope of its own responsibility.
- 6. Services performed by UNRRA in which IGCR is interested. IGCR is interested in UNRRA activities in respect of the care, maintenance, rehabilitation and disposition of persons within the IGCR mandate and particularly in the following services as being specially important of resettlement purpose:
 - (a) Tracing of and establishing of communication between relatives and friends, reunion of separated parts of families.
 - (b) Employment in training.
 - (c) Rehabilitation schemes.
 - (d) Protection of the interests of children especially those who are parentless.
- 7. Relationship of UNRRA and IGCR in respect of services described in Paragraph 6.
 - (a) UNRRA will keep IGCR fully informed and will consult with it concerning activities and plans and will seek the active co-operation of IGCR personnel at all levels.
 - (b) IGCR will actively co-operate in rendering advice and assistance to UNRRA in carrying out its activities.
- 8. Future deployment. UNRRA and IGCR will keep each other informed as far in advance as possible of any anticipated change in their respective responsibilities or activities.
- 9. Review of agreement. The provision of this agreement will be reviewed at the request of either party at any time after the date when it becomes effective upon a months notice being given to the other party.
- 10. Date when effective. This agreement will become effective as of the date thereof." (sgd) CILENTO.

I have written to Sir Raphael Cilento that although the text of this draft seems to me acceptable from our point of view, we cannot sign any such agreement before we have your concurrence as this is a matter of policy to be decided in London and Washington.

Copies to: Mr. Dudley Ward
Miss Evans
Registry (2)

11th December, 1945.

Dear Sir Frederick,

Dudley Ward has asked me to reply to your letter of the 5th December with regard to the new agreement for displaced persons operations in the British Zone.

1. I understand there was a typing error in paragraph 4 (c). There should be a full-stop after the word "paragraph" in line 9.
2. Paragraph 9 (a) and (b) - The drafting here is admittedly not very clear, but it is fully understood that section (b) is subject to (a). In other words, while UNRRA is responsible for the payment of its personnel or employees in any currency other than Germany currency, payments in marks are to be made from currency supplied on a non-reimbursable basis. This would apply both to UNRRA personnel recruited outside Germany and employees recruited in the camps.

Yours sincerely,

Sir Frederick Leith-Ross,
Treasury Chambers,
London, S.W.1.

OUT FILE

7P105/26

10th December 1945.

Dear Dr. Simon,

I wish to thank you for the signed original copy of the British Agreement which was brought here by Mr. Stephens and has now been taken on to Washington by Mr. Robertson.

A copy is enclosed with which you may check your own copies prepared at Frankfort and which I understand from Mr. Stephens there was not time to check before he brought the original away.

Yours sincerely,

D. WARD

Dr. Simon,
Legal Adviser,
UNRRA Central H.Q.,
Frankfort-on-Main.

DRAFT Letter

DP105/26.

10th December 1945.

Dr. Simon,
Legal Adviser
UNRRA Central HQ.,
Frankfort-on-Main

Dear Dr. Simon,

I wish to thank you for the signed original copy of the British Agreement which was brought here by Mr. Stephens and has now been taken on to Washington by Mr. Robertson.

A copy is enclosed with which you may check your own copies prepared at Frankfort and which I understand from Mr. Stephens there was not time to ^{check} ~~have proof read~~ before he brought the original away.

Mr B -
Would you
kindly prepare
an original. Let
10 Dec 45

Miss Possee-

Would you please have the enclosed copy Agreements
despatched to the individual Chiefs of Missions named.

M. K. Briscoe

Secretary to Mr. Louis Stephens

7th December 1945.

Sent - 8/12/45.



Will you pl. ring up Sir Fred.?

(1) Corrected in various distributed

to CCE

(2) Will you explain this point to him

Mr. Morange.

Treasury Chambers,

Whitehall, S.W.

5th December, 1945.

My dear Dudley,

Many thanks for your letter of the 4th December enclosing copy of the new agreement for displaced persons operations in the British zone. It seems a very clear and workmanlike document and I have only two points on it.

(1) I am not clear either as to the grammar or as to the meaning of the second sentence in paragraph 4(c). Has anything gone wrong in the typing?

(2) Paragraph 9(a) and (b), raise a doubt as to whether U.N.R.R.A. can draw on the military authorities for marks with which to pay D.Ps. employed on work in the camp itself. Are such persons to be regarded as employees of U.N.R.R.A. or not?

Perhaps you would have a word with me on the telephone so as to clear these points up.

I also return the note from Maben about the Greek statistical bulletin. Many thanks for letting me see it.

Yours sincerely,

W. L. M. M.

Dudley Ward, Esq., C.B.E.

Typing
error.
Corrected
in
version
L.H.D.

DP 105/26.

4th December 1945

To: Sir Humphrey Gale

General Lewis

Miss Gibbons

Mr. Feonov

Mr. Dudley Ward

Mr. Topping

Mr. Herbert

Mr. Grimmond

Mr. Lockie

Mr. Warburton

Mr. Mornange

Mr. LeGros

Mr. Goodman

Mr. Rabinoff

Mr. Van Hyning

Mr. Wasson

Mr. Gaumnitz

Mr. Woodbridge

Mr. Wyndham White

Mr. Adair

Mr. Turner (Auditor)

Executive Registry (Miss Mallinson)

Mrs. Hutchinson.

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SALZBURG " " 555 ✓
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BELGRADE " " 719 ✓
WARSAW " " 425 ✓
PRAGUE " " 651 ✓
CAIRO " " 607 ✓

From: K.A. Aickin

Attached for your information is a copy of the Agreement for D.P. Operations in the British zone in Germany, as signed on 27th November by Field Marshal Montgomery and General Morgan.

U.N. 3491.

See also enc (9) Vol II

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION AND OF THE COMMANDER-IN-CHIEF OF THE BRITISH ARMY OF THE RHINE AND MILITARY GOVERNOR OF THE BRITISH ZONE OF GERMANY

This agreement is made on the 27th day, November, 1945 between the Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") of the one part and the Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone in Germany (hereinafter referred to as "C-in-C") of the other part.

Whereby it is agreed as follows:

1. OBJECT

The object of this agreement is to establish the relationship between and responsibilities of UNRRA and C-in-C, for the care and control of United Nations displaced persons, and those assimilated to them in status by this Agreement in the British Zone of Germany and for their movement within and beyond the British Zone of Germany. It supersedes, with respect to that Zone, the Agreement made between UNRRA and the Supreme Commander, Allied Expeditionary Force (hereinafter referred to as A.E.F.) dated 25th November, 1944. Nothing in this Agreement shall be interpreted as derogating or detracting from or limiting the powers of the Commander-in-Chief, or as imposing on UNRRA obligations inconsistent with the Resolutions of the UNRRA Council.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom UNRRA agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreement).
- (b) Italian Nationals;
- (c) Persons of undetermined nationality and stateless persons;
- (d) Enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or have been deported therefrom, by action of the enemy, because of race, religion or activities in favour of the United Nations;
- (e) Any person or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively to as "displaced persons".

3. UNRRA ORGANISATION

(a) UNRRA will maintain a Zone Headquarters at the Headquarters of the British Army of the Rhine, with subordinate headquarters at Corps District Headquarters and at such lower levels as may be considered necessary by the appropriate authorities and UNRRA jointly.

(b) The respective military and UNRRA Headquarters will operate in close mutual liaison at each level in order to co-ordinate operations in connection with their several responsibilities.

4. RESPONSIBILITIES OF UNRRA

On the date when this Agreement becomes effective, UNRRA, subject to any General Orders and Instructions issued by C-in-C and to any Resolutions of the

UNRRA Council, will assume responsibility for certain functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the categories set out in paragraph 2 who may from time to time be found in the British Zone, including the following:-

(a) Command and control of all UNRRA units and personnel operating in the British Zone, and also units and personnel of such voluntary agencies as may be operating under the co-ordination of UNRRA in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto. Such aggregations are hereinafter collectively referred to as "assembly centres". This responsibility will be assumed progressively from the date when this Agreement becomes effective and from such dates thereafter as may be agreed upon by the parties hereto. UNRRA's duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories which UNRRA is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany, and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons. References to UNRRA and to UNRRA personnel in this Agreement will include, where the context permits voluntary agencies and voluntary agency personnel operating under the control of UNRRA in accordance with this paragraph. Prior to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon and subject to the terms of agreements made by them with UNRRA and approved by C-in-C. UNRRA will be responsible for the proper documentation of voluntary agency personnel serving in the British Zone in accordance with this paragraph.

(d) The operation of an Archives Office including an Enquiry and Tracing Bureau, in connection with the Central Tracing Bureau for the whole of Germany.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) Where UNRRA cannot provide such services it will notify the appropriate authorities accordingly in ample time for them to plan for the provision of the facilities needed to supplement those provided by UNRRA (in accordance with paragraph 5 (j) below).

(iii) The aim of UNRRA will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of amenity supplies, equipment and facilities. (See paragraph 5 (e)).

(h) The submission from time to time to authorities designated by C-in-C of requirements for each assembly centre in respect of supplies and requirements for which under paragraph 9 (g) UNRRA is not called on to pay and which are needed to implement the procurement programme drawn up in accordance with paragraph 5 (d) (ii) below; the giving of a receipt for supplies and services; and the maintenance of adequate internal checks on their utilisation.

(j) The making of recommendations to C-in-C for the return of displaced persons to their former homes.

(k) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(l) The initial provision of clothing and equipment to scales agreed with the War Office for all UNRRA personnel arriving in the British Zone. (See paragraph 6 (g).)

(m) The provision so far as is practicable of any vehicles required for the performance of UNRRA's responsibilities under this Agreement, and the maintenance of such vehicles.

5. RESPONSIBILITIES OF C-in-C IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone, without prejudice to UNRRA's direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, the appropriate authorities will consult with the assembly centre directors concerned, in particular when the displaced persons under their care are liable to be subjected to search, arrest and detention in custody.

✓ (d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by UNRRA for displaced persons will be dealt with in two classes as follows:

(i) Those held in each assembly centre on the day on which it is taken over by UNRRA will be handed over to UNRRA on that date. The handover will not, however, include equipment held on unit charge to any military unit, except such as may be specifically authorised by C-in-C. Accounting for material turned over to UNRRA will be in accordance with paragraph 9 (f) below.

(ii) Those subsequently required by UNRRA for displaced persons. UNRRA will calculate and put forward to the appropriate authorities estimates of its requirements of such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by the appropriate British authorities; UNRRA may make to the British authorities any representations concerning these estimates which it may consider necessary. Accounting for material turned over to UNRRA will be in accordance with paragraph 9 (f) below.

[(e) Provision to the greatest extent possible of amenity supplies, equipment and facilities from available German resources to supplement those provided by UNRRA.]

(f) Transport facilities (including petrol, oil and lubricants) for displaced persons and for UNRRA supplies over and above those facilities which can be provided by UNRRA from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by UNRRA for displaced persons. The appropriate authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to UNRRA and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons as soon as practicable, within the British Zone and outside that Zone insofar as C-in-C is in a position to make postal service available.

(j) (i) Provision insofar as is practicable of medical, nursing and preventive services to supplement those provided by UNRRA.

(ii) Existing civil facilities, equipment and supplies will be made available to UNRRA for furnishing such services for displaced persons.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR UNRRA UNITS AND PERSONNEL BY C-in-C

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at UNRRA Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the appropriate authorities as necessary for the discharge of UNRRA's responsibilities pending their substitution from UNRRA resources.

(c) Petrol, oil and lubricants for vehicles held by UNRRA.

(d) Repair of vehicles held by UNRRA and the replacement of parts and tyres.

(e) Facilities with appropriate priorities to ensure necessary movement of UNRRA personnel.

(f) Provision of rations on normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities on an agreed scale, and provision of laundry and boot repair facilities.

(h) Use of military recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens, according to their equivalent military rank as determined by their functions.

(j) Use of the military communications systems including telephones, for UNRRA official communications. Use of the Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for UNRRA personnel.

7. FILES AND RECORDS

From the date when this agreement becomes effective, displaced persons files and records of Supreme Headquarters, A.E.F., and successor agencies will be made available to UNRRA. In addition, UNRRA will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by UNRRA.

8. ALLIED LIAISON OFFICERS

(a) UNRRA will allow liaison officers for repatriation, accredited to C-in-C, access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by C-in-C. UNRRA will afford full co-operation to such officers in matters of care, welfare, and repatriation and tracing of their respective nationals.

(b) UNRRA will work in close co-operation with Allied Liaison, H.Q. B.A.O.R. in connection with UNRRA's dealings with Allied nationals and with the above Allied Liaison Officers.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The appropriate authorities will make available to UNRRA without charge all German currency which UNRRA requires for expenditure incurred in the British Zone in Germany in implementation of this Agreement.

(b) UNRRA has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to UNRRA employees, or for any claim arising against UNRRA or its employees or agents, except for cases in which British military authorities would be liable under existing regulations.

(d) Financial arrangements already made by UNRRA whereby British Army pay officers will honour UNRRA paybooks and will cash UNRRA salary and expense cheques drawn upon banks specified, or to be specified by C-in-C, are continued in effect.

(e) UNRRA personnel shall be subject to financial restrictions applicable to civilian personnel of the Control Commission for Germany (British Element).

(f) The appropriate authorities will maintain accounting records for all services rendered to UNRRA and for all facilities, services, accommodation, supplies and equipment handed over to UNRRA, except such indigenous items as C-in-C determines should not be accounted for. UNRRA will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by UNRRA from the appropriate authorities.

(g) UNRRA will not be called upon to pay for the supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. UNRRA will reimburse the appropriate authorities for supplies and equipment furnished by them for maintenance of UNRRA personnel and personal equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by UNRRA or by other employers will be in accordance with Military Government directives and UNRRA policies.

(c) In order that displaced persons employed by British authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of UNRRA, the British authorities will give UNRRA due notice of any expected turnover incident to the termination of their employment.

(d) UNRRA will maintain records of the capabilities and availability for employment of individual displaced persons under its care.

11. LEGAL STATUS OF UNRRA PERSONNEL

Officials and other personnel of UNRRA, being nationals of any of the United Nations shall, in respect of offences committed by them in the British

Zone, be entitled to the same privileges and be subject to the same liabilities as are British civilians under Military Government Ordinance No. 5. Legislation to give effect to this clause will be promulgated by Military Government.

12. INTERPRETATION OF AGREEMENT

UNRRA recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for UNRRA personnel rests with C-in-C. C-in-C recognises the right of UNRRA on giving reasonable notice of its intention so to do, to withdraw from this agreement if UNRRA considers that the facilities, services and supplies made available by the military authorities are insufficient to enable UNRRA effectively to discharge its obligations to its Member Governments. On the other hand UNRRA recognises the right of C-in-C, on giving the like notice, to withdraw from this Agreement if he considers that UNRRA does not discharge its responsibilities under paragraph 4 in a manner consistent with his responsibility for overall supervision of all matters affecting displaced persons in the British Zone. This Agreement so far as it relates to the British Zone shall be interpreted in accordance with English Law.

13. REVIEW OF AGREEMENT

The provisions of this Agreement shall at the request of either party be reviewed at the end of six months after the date when it becomes effective.

14. DATE WHEN EFFECTIVE

This agreement will become effective as from the date thereof.

AS WITNESS the hands of the Director General of UNRRA on behalf of UNRRA and of the C-in-C.

(signed) F.E. Morgan
Lieut. General

Lieut. General Sir Frederick E. Morgan, K.C.B.
for and on behalf of the Director General of UNRRA

B. L. Montgomery
Field Marshal

Field Marshal Sir Bernard Law Montgomery K.C.B.
G.C.B. D.S.O.
Commander in Chief, British Army on the Rhine
and Military Governor of the British Zone
in Germany.

DP105/26.

4th December 1945

To: Sir Humphrey Gale
General Lewis
Miss Gibbons
Mr. Feonov
Mr. Dudley Ward
Mr. Topping
Mr. Herbert
Mr. Grimmond
Mr. Lockie
Mr. Warburton
M. Mornange
Mr. LeGros
Mr. Goodman
Mr. Rabinoff
Mr. Van Hyning
Mr. Wasson
Mr. Gaumnitz
Mr. Woodbridge
Mr. Wyndham White
Mr. Adair
Mr. Turner (Auditor)
~~Executive Registry~~
Mrs. Hutchinson.

PARIS Des.No.	1250
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DP Reg'y

Miss POSSEE
(Miss Allinson)

From: K.A. Aickin

Attached for your information is a copy of the Agreement for D.P. Operations in the British zone in Germany as signed on 27th November by Field Marshal Montgomery and General Morgan.

U.N. 3491

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE UNITED NATIONS RELIEF
AND REHABILITATION ADMINISTRATION AND OF THE COMMANDER-IN-CHIEF OF THE
BRITISH ARMY OF THE RHINE AND MILITARY GOVERNOR OF THE BRITISH ZONE OF
GERMANY

This Agreement is made on the 27th day, November, 1945 between the Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") of the one part and the Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone in Germany (hereinafter referred to as "C-in-C") of the other part.

Whereby it is agreed as follows:-

1. OBJECT

The object of this Agreement is to establish the relationship between and responsibilities of UNRRA and C-in-C, for the care and control of United Nations displaced persons, and those assimilated to them in status by this Agreement in the British Zone of Germany. It supersedes, with respect to that Zone, the Agreement made between UNRRA and the Supreme Commander, Allied Expeditionary Force (hereinafter referred to as A.E.F.) dated 25th November, 1944. Nothing in this Agreement shall be interpreted as derogating or detracting from or limiting the powers of the Commander-in-Chief, or as imposing on UNRRA obligations inconsistent with the Resolutions of the UNRRA Council.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom UNRRA agrees to assume the responsibilities set out below are:

- (a) United Nations nationals other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreements;
- (b) Italian Nationals;
- (c) Persons of undetermined nationality and stateless persons;
- (d) Enemy and ex-enemy nationals who have been obliged to leave their country of place of origin or former residence or have been deported therefrom, by action of the enemy, because of race, religion or activities in favour of the United Nations;
- (e) Any person or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. UNRRA ORGANISATION

(a) UNRRA will maintain a Zone Headquarters at the Headquarters of the British Army of the Rhine, with subordinate headquarters at Corps District Headquarters and at such lower levels as may be considered necessary by the appropriate authorities and UNRRA jointly.

(b) The respective military and UNRRA Headquarters will operate in close mutual liaison at each level in order to co-ordinate operations in connection with their several responsibilities.

4. RESPONSIBILITIES OF UNRRA

On the date when this Agreement becomes effective, UNRRA, subject to any

General Orders and Instructions issued by C-in-C and to any Resolutions of the UNRRA Council, will assume responsibility for certain functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the categories set out in paragraph 2 who may from time to time be found in the British Zone, including the following:-

(a) Command and control of all UNRRA units and personnel operating in the British Zone, and also units and personnel of such voluntary agencies as may be operating under the co-ordination of UNRRA in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (such aggregations are hereinafter collectively referred to as "assembly centres"). This responsibility will be assumed progressively from the date when this Agreement becomes effective and from such dates thereafter as may be agreed upon by the parties hereto. UNRRA's duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories which UNRRA is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons. References to UNRRA and to UNRRA personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency, personnel operating under the control of UNRRA in accordance with this paragraph prior to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon and subject to the terms of agreements made by them with UNRRA and approved by C-in-C. UNRRA will be responsible for the proper documentation of voluntary agency personnel serving in the British Zone in accordance with this paragraph.

(d) The operation of an Archives Office including an Enquiry and Tracing Bureau, in connection with the Central Tracing Bureau for the whole of Germany.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) Where UNRRA cannot provide such services it will notify the appropriate authorities accordingly in ample time for them to plan for the provision of the facilities needed to supplement those provided by UNRRA (in accordance with paragraph 5(j) below).

(iii) The aim of UNRRA will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of amenity supplies, equipment and facilities. (See paragraph 5(e)).

(h) The submission from time to time to authorities designated by C-in-C

of requirements for each assembly centre in respect of supplies and requirements for which under 9(g) UNRRA is not called on to pay and which are needed to implement the procurement programme drawn up in accordance with 5(d) (ii) below; the giving of a receipt for supplies and services and the maintenance of adequate internal checks on their utilisation.

(j) The making of recommendations to C-in-C for the return of displaced persons to their former homes.

(k) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(l) The initial provision of clothing and equipment to scales agreed with the War Office for all UNRRA personnel arriving in the British Zone. (See paragraph 6(g)).

(m) The provision so far as is practicable of any vehicles required for the performance of UNRRA's responsibilities under this Agreement and the maintenance of such vehicles.

5. RESPONSIBILITIES OF C-in-C IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone without prejudice to UNRRA's direct responsibility for those matters set out in paragraph 4. above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, the appropriate authorities will consult with the assembly centre directors concerned, in particular when the displaced persons under their care are liable to be subjected to search, arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by UNRRA for displaced persons will be dealt with in two classes as follows:

(i) Those held in each assembly centre on the day on which it is taken over by UNRRA will be handed over to UNRRA on that date. The handover will not, however, include equipment held on unit charge to any military unit, except such as may be specifically authorised by C-in-C. Accounting for material turned over to UNRRA will be in accordance with paragraph 9(f) below.

(ii) Those subsequently required by UNRRA for displaced persons. UNRRA will calculate and put forward to the appropriate authorities estimates of its requirements of such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by the appropriate British authorities; UNRRA may make to the British authorities any representations concerning these estimates which it may consider necessary. Accounting for material turned over to UNRRA will be in accordance with paragraph 9(f) below.

(e) Provision to the greatest extent possible of amenity supplies,

/equipment

equipment and facilities from available German resources to supplement those provided by UNRRA.

(f) Transport facilities (including P.O.L.) for displaced persons and for UNRRA supplies over and above those facilities which can be provided by UNRRA from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by UNRRA for displaced persons. The appropriate authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to UNRRA and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons as soon as practicable, within the British Zone and outside that Zone insofar as C-in-C is in a position to make postal service available.

(i) (i) Provision insofar as is practicable of medical, nursing and preventive services to supplement those provided by UNRRA.

(ii) Existing civil facilities, equipment and supplies will be made available to UNRRA for furnishing such services for displaced persons.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR UNRRA UNITS AND PERSONNEL BY C-in-C

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at UNRRA Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the appropriate authorities as necessary for the discharge of UNRRA's responsibilities pending their substitution from UNRRA resources.

(c) P.O.L. for vehicles held by UNRRA.

(d) Repair of vehicles held by UNRRA and the replacement of parts and tyres.

(e) Facilities with appropriate priorities to ensure necessary movement of UNRRA personnel.

(f) Provision of rations on normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities on an agreed scale, and provision of laundry and boot repair facilities.

(h) Use of military recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens, according to their equivalent military rank as determined by their functions.

(j) Use of the military communication systems including telephones, for UNRRA official communications. Use of the Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for UNRRA personnel.

7. FILES AND RECORDS

From the date when this Agreement becomes effective, displaced persons

/files

files and records of Supreme Headquarters, A.E.F., and successor agencies will be made available to UNRRA. In addition, UNRRA will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by UNRRA.

8. ALLIED LIAISON OFFICERS

(a) UNRRA will allow liaison officers for repatriation accredited to C-in-C access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by the C-in-C. UNRRA will afford full co-operation to such officers in matters of care, welfare, and repatriation and tracing of their respective nationals.

(b) UNRRA will work in close co-operation with Allied Liaison, H.Q. B.A.O.R. in connection with UNRRA's dealings with Allied nationals and with the above Allied Liaison Officers.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The appropriate authorities will make available to UNRRA without charge all German currency which UNRRA requires for expenditure incurred in the British Zone in Germany in implementation of this Agreement.

(b) UNRRA has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to UNRRA employees, or for any claim arising against UNRRA or its employees or agents, except for cases in which British military authorities would be liable under existing regulations.

(d) Financial arrangements already made by UNRRA whereby British Army pay officers will honour UNRRA paybooks and will cash UNRRA salary and expense cheques drawn upon banks specified, or to be specified by C-in-C, are continued in effect.

(e) UNRRA personnel shall be subject to financial restrictions applicable to civilian personnel of the Control Commission for Germany (British Element).

(f) The appropriate authorities will maintain accounting records for all services rendered to UNRRA and for all facilities, services, accommodation, supplies and equipment handed over to UNRRA, except such indigenous items as C-in-C determines should not be accounted for. UNRRA will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by UNRRA from the appropriate authorities.

(g) UNRRA will not be called upon to pay for the supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. UNRRA will reimburse the appropriate authorities for supplies and equipment furnished by them for maintenance of UNRRA personnel and personal equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.

(b) Conditions of labour and methods of selection in connection with the

/employment

employment of displaced persons by UNRRA or by other employers will be in accordance with Military Government directives and UNRRA policies.

(c) In order that displaced persons employed by British authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of UNRRA, the British authorities will give UNRRA due notice of any expected turnover incident to the termination of their employment.

(d) UNRRA will maintain records of the capabilities and availability for employment of individual displaced persons under its care.

11. LEGAL STATUS OF UNRRA PERSONNEL

Officials and other personnel of UNRRA, being nationals of any of the United Nations shall, in respect of offences committed by them in the British Zone, be entitled to the same privileges and be subject to the same liabilities as are British civilians under Military Government Ordinance No. 5. Legislation to give effect to this clause will be promulgated by Military Government.

12. INTERPRETATION OF AGREEMENT

UNRRA recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for UNRRA personnel rests with C-in-C. C-in-C recognises the right of UNRRA on giving reasonable notice of its intention so to do, to withdraw from this Agreement if UNRRA considers that the facilities, services and supplies made available by the military authorities are insufficient to enable UNRRA effectively to discharge its obligations to its Member Governments. On the other hand, UNRRA recognises the right of C-in-C, on giving the like notice, to withdraw from this Agreement if he considers that UNRRA does not discharge its responsibilities under paragraph 4 in a manner consistent with his responsibility for overall supervision of all matters affecting displaced persons in the British Zone. This Agreement so far as it relates to the British Zone shall be interpreted in accordance with English Law.

13. REVIEW OF AGREEMENT

The provisions of this Agreement shall at the request of either party be reviewed at the end of six months after the date when it becomes effective.

14. DATE WHEN EFFECTIVE

This Agreement will become effective as from the date thereof.

AS WITNESS the hands of the Director General of UNRRA on behalf of UNRRA and of the C-in-C.

(signed) F.E. Morgan
Lieut. General

Lieut. General Sir Frederick E. Morgan, K.C.B.
for and on behalf of the Director General of UNRRA

B.L. Montgomery
Field Marshal

Field Marshal Sir Bernard Law Montgomery, K.C.B. G.C.B.
D.S.O.
Commander in Chief, British Army on the Rhine and
Military Governor of the British Zone in Germany.

D.P. 105/26 D.P. Legation

OUT FILE

4th December 1945

Sir Frederick Leith-Ross, G.C.M.G., K.C.B.,
Chairman of the Committee of the Council for Europe,
Treasury Chambers,
Whitehall,
London, S. W. 1.

Dear Leithers,

I am enclosing, for your information, a copy of the Agreement for Displaced Persons Operations in the British Zone in Germany as signed on 27th November by Field-Marshal Montgomery and General Morgan.

Yours sincerely,

Dudley Ward

Despatched
5/12/45
CHB

U.N.R.R.A.
CENTRAL HEADQUARTERS FOR GERMANY
APO 757 OR BAOR

DP 105/26
Mr. Stephens
J.H. Draftsman
del. 10
INDEXED

Ref: 010.11
1 December 1945

Mr. Dudley Ward,
General Counsel
E.R.O., London

Dear ~~Dudley~~ Ward,

I have much pleasure in sending you herewith the original copy of the British Agreement, signed by Field Marshal MONTGOMERY and Lieut-General MORGAN, on November 27th.

I am sending this to you by the hand of Mr. Stephens who is with us for the moment and who will be returning to London this week-end.

Very sincerely yours
Maurice King

A Copy is attached. The original
was given Mr. Robertson 5 Dec 45
to take to Washington.

Let

5 Dec 45

P R E S S C O M M U N I Q U E .

UNRRA's Displaced Persons Agreement with British Military.

Field Marshal Sir Bernard Montgomery yesterday (November 27) signed an agreement with the United Nations Relief and Rehabilitation Administration turning over to UNRRA the operation of all Displaced Persons Camps in the British zone in Germany. Lieutenant-General Sir Frederick E. Morgan, Chief of UNRRA operations in Germany, signed on behalf of Mr. Herbert H. Lehman, Director-General of UNRRA.

Assumption of UNRRA's responsibility for 210 assembly centres, comprising about 800 camps originally run by the British Army, will be gradual because of the shortage of UNRRA teams. The first phase is expected to be completed by December 31st, and the final take-over about February 1st 1946. UNRRA teams now operate about 60% of the D.P. Camps in the British Zone under the direction of Sir Raphael Cilcato, of Brisbane, Australia.

While UNRRA will now operate as an entity in the British Zone rather than as a series of teams, the British Army will continue to be responsible for supplying the camps with basic necessities such as food, fuel, clothing and accommodation. The Germans bear the full expense, except for UNRRA salaries. In addition, the agreement reserves to the Commander-in-Chief of B.A.O.R. "responsibility for overall supervision of all matters affecting displaced persons in the British Zone", but UNRRA will have command and control of camp team personnel and internal camp administration.

Under the new agreement voluntary agencies carrying on welfare work in the camps come within UNRRA's operational control. UNRRA also will add the archives of the British Zone's D.P. Camps to its expanding Central Tracing Bureau now maintained at UNRRA Central Headquarters in HOECHST, Germany. UNRRA will now provide "medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons...." The Army will help in this respect in case of emergency.

The actual return of D.P.s will continue to be the responsibility of the military, as it is also in the American and French Zones. But recommendations for repatriation may be made by UNRRA.

While basic food supplies will be provided by the Army, UNRRA will give D.P.s amenity supplies both from its own stocks and from Army requisitioned German stocks. General Morgan announced last week that the first 500 tons of such UNRRA amenity supplies recently arrived in Germany.

The agreement may be reviewed at the end of six months at the request of either party.

General Morgan, who planned the Normandy invasion as Deputy Chief of Staff of SHLEF, took over UNRRA operations in Germany on September 29th. Last week he announced the administrative reorganisation of UNRRA's work in Germany to provide for its expansion. UNRRA also has teams in D.P. Camps in the American and French Zones of Germany.

The announcement of the agreement said: "The signing of this agreement is a recognition that UNRRA in the British Zone has built up its organisation to the stage of being ready to assume direct responsibility for the work in D.P. Camps, and marks a stage in the growth of its staff organisation towards readiness to take over complete responsibility. Throughout assembly centres, transit camps and other D.P. organisations, UNRRA has deployed at present in the British Zone a personnel strength of 1,692. The increased responsibility which UNRRA has now undertaken to meet, necessitates increased and rapid recruitment by UNRRA of more personnel, particularly of the staff executive category".

Information Division of UNRRA,
11 Portland Place,
London, W.1.

UNa3302.

OUTGOING CABLE

ORIGINATOR: Mr. Dudley Ward

LONDON.....TO.....WASHINGTON

No. 6615
(En Clair)

D. 18.39 hrs. 22 Nov. 1945.

Following is Personal Presiding No. 152.

1. In authorising British military authorities in Germany to sign agreement with UNRRA for British Zone War Office commented to them as follows:

"Para. 4(f) and 5(j). It is believed that UNRRA has very little with which to deal with its commitments. It thus appears to be inevitable that the army will be forced to undertake a large proportion of the work on the ground especially in the field of hygiene. Further the recent decision by HMG to reduce arbitrarily the ratio of military medical officers to 2 per thousand troops for world ceiling will make it extremely difficult for Medical Services in BAOR to provide any military assistance to UNRRA. This position should be understood clearly so that UNRRA has no illusion as to the extent of the supplementary medical assistance they may expect.

Para. 5(f): As a result of releases military transport available in BAOR for non-military purposes will gradually diminish and by the middle of year 1946 BAOR may be able to give little assistance to UNRRA.

Para. 6(k): This is a new commitment and the strength and dispersal of personnel involved is not known. It is understood that BAOR will be able to provide medical facilities only in cases where military medical arrangements for troops exist. It is unlikely that facilities can be given in other cases where UNRRA personnel may be deployed."

General Morgan comments on this as follows:

"On general grounds the most serious implication of both communications is the warning given as to prospective failure of military to provide medical and transport resources on which UNRRA has been counting as two of the main bases of the agreement.

I have not yet discussed details of this or of any other aspect with Cilento, but it is evident already that I must ask of you a very firm guarantee that you are able to make available to me in the not far distant future resources both medical and transport that will enable me to accept the overall responsibility that will be laid upon me when the agreement is signed. While I have little doubt that resources in both categories can be made available from the material aspect, what worries me most is the personnel aspect knowing what we know with regard to the personnel situation in Germany already today. It is specifically with regard to personnel that I feel I should demand of you very firm guarantee."

2. It is essential that we should give General Morgan the reassurances for which he asks and that we should make every possible effort to implement them. We shall keep you currently informed regarding army transport and medical developments and our consequent prospective requirements. We are in active consultation with Morgan regarding increased personnel requirements, and have already started recruitment. Bedel Smith's offer of help by personnel from the U.S. Army (see our Personal Presiding No.151) will be useful, but we shall need in addition very active efforts from your side.

DISTRIBUTION: P.R.D.G.
Mr. Woodbridge (2)
Mr. Feenov
Mr. D. Ward
Mr. Adair
Dr. Topping
Miss Gibbons
Mr. Wyndham White
Gen. Lewis
Mr. Herbert

IHNH/PM

INDEXED ACTION COPY

DF105/26

ACTION COPY

INCOMING CABLE

ACTION: Mr. Dudley Ward

FRANKFURT.....TO.....LONDON

No.476

Dated : 17th Nov.1945

[EN CLAIR]

Rec'd : 19th Nov.1945

Repeated Spence No.441 (For Cilento)

Mr. Ward had
advance copy.
Telephoned Gen.
Morgan on 20/11
cable sent
to Washington
(P.P.) on 21/11
And.

FROM MORGAN

Reference your cable of 15th November * apropos of British agreement. I have received parallel communications from Concomb numbered CCGN 10555 HQ/2334/2 (SECP) also of 15th November. This latter omits mention of the important deletion and substitution in Para.9(a) of the agreement relating to currency. May I presume this to be clerical error only? On general grounds the most serious implications of both communications is the warning given as to prospective failure of military to provide medical and transport resources on which UNRRA has been counting as two of the Main bases of the agreement.

I have not yet discussed details of this or of any other aspect with Cilento, but it is evident already that I must ask of you a very firm guarantee that you are able to make available to me in the not far distant future resources both medical and transport that will enable me to accept the overall responsibility that will be laid upon me when the agreement is signed. While I have little doubt that resources in both categories can be made available from the material aspect, what worries me most is the personnel aspect knowing what we know with regard to the personnel situation in Germany already today. It is specifically with regard to personnel that I feel I should demand of you very firm guarantees.

* London to Frankfurt 751 Personal Presiding 13
Repeated Washington 6313 Personal Presiding 146.

DISTRIBUTION: P.R.D.G.

Mr. Woodbridge (2)
Mr. Feenov
Mr. Ward
Mr. Adair
Dr. Topping
Miss Gibbons
Mr. Lyndham-Hite
General Lewis
Mr. Herbert

DES/EMB

ACTION COPY

INDEXED

ACTION COPY
INCOMING CABLE

*This crossed on telegram.
Matter taken up in tel. call with Germany.
H.D.
20/11*

DP 105/26

ACTION: Mr. Dudley and

FROM: COMCOMB VI. BARCOMB.. TO: LONDON

Unnumbered
(En clair)

DATE: 16th Nov., 1945.
R/C: 16th Nov., 1945.

Repeated to Troopers TAC. HQ.

Subject UNRRA agreement. The following comments received by telephone from Troopers begins:

"Subject BritishZone UNRRA Agreement.

1. Draft agreement forwarded with your HQ/2334/2/SAC P dated 8 Nov. is approved subject to the following amendments. Preamble after "between" insert "The Director General of ". Delete "Acting by its Director General." After "British Zone" insert "in Germany".

Para 2(a) Delete "(Other than nationals of the Union of Soviet Socialist Republic)" after "nationals" insert "(Other than United Nations nationals for who the C in C retains responsibility under special agreement)".

Para 2(c) Delete '(formerly called 'stateless persons') after 'Nationality' insert 'and stateless persons'

Para 4 (1) Delete 'to improved scales' after 'equipment' insert 'to scales agreed with the War Office'.

Para 6(h) Delete 'welfare and' attestation clause. The UNRRA Chief of Operations for Germany will sign 'for and on behalf of the Director General of UNRRA'.

2. Your attention is drawn to the following comments.

Para 4(f) and 5(j). It is believed that UNRRA has very little with which to deal with its commitments. It thus appears to be inevitable that the army will be forced to undertake a large proportion of the work on the ground especially in the field of hygiene. Further the recent decision by HMG to reduce arbitrarily the ratio of military medical officers to 2 per thousand troops for world ceiling will make it extremely difficult for Medical Services in BAOR to provide any military assistance to UNRRA. This position should be understood clearly so that UNRRA has no illusion as to the extent of the supplementary medical assistance they may expect.

Para 5(f) as a result of releases military transport available in BAOR for non-military purposes will gradually diminish and by the middle of year 1946 BAOR may be able to give little assistance to UNRRA.

Para 6(k) This is a new commitment and the strength and dispersal of personnel involved is not known. It is understood that BAOR will be able to provide medical facilities only in cases where military medical arrangements for troops exist. It is unlikely that facilities can be given in other cases where UNRRA personnel may be employed.

JP 103/26

Not

DESPATCHED BY
REGISTRY

16th November, 1945

Dear Hammer:

As promised, I am sending you a copy of the draft letter which General Morgan may send to Field Marshal Montgomery in relation to the deletion of the second half of Article 4(j) from the draft displaced persons agreement. I should, however, emphasize that this draft was prepared by General Morgan's Legal Adviser and myself, and I do not know whether or not the General will in fact send it.

I am however sending you a copy in spite of this uncertainty in order to keep you informed. Perhaps I should add that the object of this letter, according to my understanding of the position, is not to suggest that UNRRA proposes to undertake negotiations with governments about the repatriation of displaced persons (which is a task for the military) but, as original draft stated, negotiations with regard to reception arrangements in countries of destination.

Yours sincerely,

Colonel Hammer,
War Office (Civil Affairs)
Hotel Victoria,
Northumberland Avenue,
W.C.2.

Agreement for the British Zone

At the time when my previous report on these negotiations was compiled, the third British draft dated 24th September (Annex 11) was about to be submitted to the Commander-in-Chief by the Control Commission, British element. When it was so submitted the Commander-in-Chief expressed doubts about UNRRA's ability to assume in the immediate future the measure of responsibility provided for in the draft agreement; he also felt unwilling to tie the hands of his Corps District Commanders who, he felt, must be free to handle the displaced persons problem in the coming winter without the restrictions that would be placed on their authority by the draft agreement.

On October 24th the Field Marshal had an interview with the Foreign Secretary in which the whole question was discussed. The Field Marshal explained that he proposed to institute a committee under the chairmanship of General Horrocks and with UNRRA representation in order to consider the stages by which responsibility could be transferred to UNRRA, and the alterations that would be necessary as a consequence in the draft agreement. The Foreign Secretary agreed that this procedure offered a reasonable way of resolving the difficulty which had arisen about the transfer of responsibility to UNRRA, and urged that UNRRA should agree to the Field Marshal's proposal. At the time of compiling this report the committee had had its first meeting but no report of this meeting had yet been received.

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OUTGOING CABLE

LONDON.....TO.....

ORIGINATOR: A.H. Robertson
FRANKFURT

No. 751 PERSONAL PRESIDING No. 13.

Dated : 15th Nov. 1945

[EN CLAIR]

D. 5.30.p.m.

Repeated Washington No. 6313 PERSONAL PRESIDING No. 146

IMMEDIATE

1. Following alterations to draft agreement for British Zone attached to Horrocks Committee Report have been agreed with War Office:

Preamble After "between" insert "the Director General of." Delete "acting by its Director General." After "British Zone" insert "in Germany."

Article 2(a) Delete "other than nationals of the USSR." and substitute "other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreements."

Article 2(c) Delete, and substitute "Persons of undetermined nationality and stateless persons."

Article 4(j) Delete "and negotiations...en route."

Article 4(l) Delete "approved scales" and substitute "scales agreed with the War Office."

Article 6(h) Delete "welfare and."

Article 9(a) Delete and substitute the clause recommended by the Horrocks Committee.

Attestation clause Delete "the Director General of UNRRA" and substitute "the Chief of Operations Germany." Add, over the signature, "for and on behalf of the Director General of UNRRA."

War Office phrasing of attestation clause may differ slightly from this. While we should prefer our phrasing, this is not important provided sense is the same.

2. War Office have drawn our attention to following comments on the agreement of which you should be informed:

/Paragraphs 4(f) etc.

883

Paragraphs 4(f) and 5(j): It is believed that UNRRA has very little with which to deal with its commitments; it thus appears to be inevitable that the Army will be forced to undertake a large proportion of the work on the ground, especially in the field of hygiene. The recent decision by HHC to reduce arbitrarily the ration of military medical officers to two per 1000 groups for world ceiling will make it extremely difficult for medical services in B.A.O.R. to provide any material assistance to UNRRA. This position should be understood clearly so that UNRRA has no illusions as to the extent of the supplementary medical assistance they may expect.

Paragraph 5(f): As a result of releases, military transport available in B.A.O.R. for non-military purposes will gradually diminish and by the middle of the year 1946 B.A.O.R. may be able to give little assistance to UNRRA.

Paragraph 6(k): This is a new commitment and strength and dispersal of the personnel involved is not known. It is understood that B.A.O.R. will be able to provide medical facilities only in places where medical arrangements for troops exist. It is unlikely that facilities can be given in other places where UNRRA personnel may be deployed.

3. We understand War Office is authorising General Robertson to sign for Commander-in-Chief subject to amendments set out in Paragraph 1. Provided you see no objection you are hereby authorised to sign agreement as thus amended on behalf of Director General.

4. We understand General Robertson will be ready to sign on November 17th.

<u>DISTRIBUTION:</u>	P.R.D.G.	
	Mr. Woodbridge(2)	
	Mr. Feenov	Mr. Lyndham-white
	Mr. Ward	General Lewis
	Mr. Adair	Mr. Herbert
	Dr. Topping	
	Miss Gibbons	

VB/EMB

OUTGOING CABLE

ORIGINATOR: Mr.D.Ward

LONDON.....TO.....WASHINGTON

No.5986

Dated : 9th Nov.1945

[EN CLAIR]

D.20.20 hrs.

Following is Personal Presiding No.142.

My Personal Presiding No.139.

1. Since Jackson left we have received the proceedings of the Horrocks Committee set up by the Field Marshal to consider the handover.
 2. Morgan has remained with us and done much to pave the way for better support and improvement of his organisation. He returns Germany Saturday morning.
 3. The Horrocks Committee recommendations were far more helpful to us than we anticipated and the way is now clear for the agreement to be signed within ten days giving us a gradual but by no means too slow takeover, with hope of complete transfer by about 1st February, subject, however, to review by Horrocks Committee meeting again about 15th January.
 4. Morgan too is now more hopeful that we can effect the necessary repair to his machine in time to make the dates proposed.
 5. My one anxiety is the provision of more American personnel for which he is going to approach the armies, but I think it will end in the necessary numbers being provided by you.
- Until we get a clear demand for types and numbers required, we cannot let you know what is needed. This will be hastened by Morgan.
6. We all feel much more confident as a result of our conversations and the happier turn in the agreement negotiations with the British C-in-C. We will lend every effort to putting things right.
 7. In draft agreement itself no substantial changes from text you have already received. Various minor points have been cleared or will shortly be settled. Reference to progressive assumption of responsibility in Article 4(b) is unchanged. Proposal for phasing referred to in para.3 above, implementing Article 4(b), is contained in Report of Horrocks Committee, which is being forwarded to you, together with revised text, by fast air bag.
 8. Field Marshal, subject to agreement of War Office, where no difficulty is anticipated, is prepared to sign on or after 12th November.
 9. I request that Morgan may be authorised to sign on your behalf.

DISTRIBUTION: P.R.D.G.
Mr.Dudley Ward
General Morgan

DS/EMD

DP 105/26

9th November, 1945

In confirmation of the discussion at our meeting this afternoon there are the following amendments which UNHRA would like to make in the latest draft agreement relating to displaced persons operations in the British Zone of Germany:

Preamble

It would be formally correct that the agreement should be between the Director General of UNHRA and the Commander in Chief, because the UNHRA Agreement vests the executive authority of UNHRA in the Director General (in the same way as the Constitution of the United States vests executive authority in the President). Therefore we should prefer to have the preamble amended accordingly.

It will also be necessary to amend the attestation clause to show that the Chief of Operations, Germany, will sign "for and on behalf of the Director General of UNHRA."

Article 2 (a)

I should like to renew the suggestion made in my letter of 10th October, with which you agreed in your reply of October 15th, that we should substitute for the words in parentheses the following: "other than United Nations nationals for whom the Commander in Chief retains responsibility under special agreements".

Article 2 (c)

We wish to amend paragraph 2 (c) to read: "Persons of undetermined nationality and stateless." The reason for this is that the UNHRA Resolutions (which His Majesty's Government helped to formulate) require UNHRA to assume responsibility for stateless displaced persons. It is, therefore, necessary for us to show that

/over

we are carrying out our obligations under the Resolutions.
I understand that the Foreign Office are in agreement with this
proposed amendment.

Article 9 (a)

For the reasons explained in ^{my} ~~your~~ letter of October 10th we
must insist on the point that Article 9(a) should read as follows:
"the approved authorities will make available to UNRRA without
charge all German currency which UNRRA requires for its expenditure
in the British Zone of Germany in implementation of this agreement."

HMPREY M. CALE

Personal Representative of the Director General

Maj. Gen. A.V. Anderson, C.B., M.B.E.,
War Office,
London, S.W.1.

DP105/26

DRAFT

To: Field Marshal Montgomery
From: General Morgan

9th November, 1945

Sir:

ON the occasion of signing the agreement between the Director General of UNRRA and the Commander in Chief of the British Army of the Rhine and Military Government of the British Zone, I wish to draw your attention to the fact that UNRRA has agreed to the deletion from Article 4 (j) with reference to "negotiations with the representative concerned with regard to the reception of displaced persons in countries of destination and transit from other countries en route," on the understanding that you consider that you have no authority to agree or disagree with the activities of UNRRA outside the British Zone of Germany.

At this understanding UNRRA will regard itself as at liberty to undertake such negotiations through its Hq. British Zone, and through UNRRA Missions in the countries concerned in accordance with the obligations imposed on the Administration by the Resolutions of the UNRRA Council.

Yours sincerely,

Copy of draft given to Dr. Simon in London on 9/11/45.

Atkinson

Df105/26

ACTION COPY

ACTION COPY

INCOMING CABLE

ACTION: MR. DUDLEY WARD

B.A.O.R. UNRRA L.L.I.N.....TO.....TROOPERS C.A.D.P FOR UNRRA.

MG 2742.
(EN CLAIR).

Dated : 8th November 1945.
Received : 8th November 1945.

For General Gale for General Morgan.

PRIORITY, MOST IMMEDIATE.

Subject: Signing UNRRA Agreement.

Urgent communication from C in C reads : "Please inform General Morgan that C in C unable to sign agreement as final War Office approval has not yet been received. Proposed new date for signing will be notified as soon as War Office approval received. To BERCOLB and UNRRA HQ. SPENCE only."

DISTRIBUTION:
P.R.D.G.
Mr. Woodbridge (2)
Mr. Feonov
General Morgan
Mr. Adair
Dr. Topping
Mr. Hasler
Miss Gibbons
Mr. Wyndham-White.

MG/LJ

DP 106/26

C O P Y.

INCOMING CABLE

Attention: Mr. Robertson.

BERLIN CONTROL COMMISSION,.....TO.....UNRRA HQ.PIAT MAIN.

No. BGCC 2160

Dated: 7th Nov.1945.

Repeated to
Combined Control Commission
to War Office (Troopers).

Received: 7th Nov.1945.

For General Morgan from General Robertson.

Having received report of General Horrocks' Committee I will recommend to Commander-in-Chief that he signs agreement as presented by Committee and further amended as follows:

Para. 4 (J) Delete "and negotiations" and following words.

The words deleted are undesirable because C in C. has no authority to agree or disagree with activities of UNRRA outside his own area.

Para. 9 (A) Substitute draft agreed by Committee.

If you are prepared to sign on this basis General Templer will have four copies prepared for signature and arrange appointment at T.A.C. Exfor on 8th or 9th November when C.in C. and yourself can sign together.

U.K./UNRRA

ACTION COPY
ACTION COPY
INCOMING CABLE

ACTION: MR. DUDLEY WARD

ATHENS TO LONDON

No. 1521 PERSONAL PRESIDING No. 21
Repeated WASHINGTON 1425 PERSONAL
[Enclair] PRESIDING No. 15

Dated: 1 November 1945

Rec'd: 3 November 1945

On arrival in Athens have seen Personal Presiding 14 to Rome, repeated Washington as Personal Presiding 131. Paragraph 1 looks a possible arrangement but I assume will be considered in relation to developments for agreement with US Army. Naturally have not yet had an opportunity of learning General Morgan's views on latest developments or his views on telegram under reference.

2. Will be ready to discuss further on arrival in London.

DISTRIBUTION: P.R.D.G.
Mr. Woodbridge, (2)
Mr. Feonov,
Mr. Ward,
Mr. Adair,
Dr. Topping,
Mr. Hasler,
Miss Gibbons,
Mr. Wyndham-White,
Gen. Lewis.

VB/VC

30th Oct.

Spoke Morgan.

He has been in touch with Bileto & is authorising him to act as UNRRA representative at the meeting of the Hornsby Committee to take place on Thursday morning.

We agree that there were two main points to get clarified:

(1.) What was the meaning of transfer?

If this means that camps were to be handed over to operate under some central UNRRA authority, this was all right & in broad conformity with the draft UNRRA/O.K. mil. agreement.

If it means that until completion of transfer of all camps (i.e. Feb or March next) all camps handed over ~~was~~ remained still under immediate military direction, the position would be no better than it was at present.

(2.) The ~~question of~~ ^{agreement} modification of the draft (referred to in Tel No 216 as one item for agenda of the Committee) raises the question ^{as} to how far the military may wish to limit the responsibilities of UNRRA in the administration of camps transferred to UNRRA.

Cover.

Gen. Morgan & I agreed that at the first meeting
should decline for consideration any comments
suggestions from the military but should not
pledge the Administration.

In Gen. Morgan's view it was sufficient for
Sir R. B. Kent to attend this meeting. Gen. Morgan
would not himself go, nor call for or send
Robertson.

D.W.

31/X

29th Oct

Bilento ~~sent~~ telephoned Robertson that first meeting of Committee was called for Thursday morning (1st Nov.) at (?) Lunenburg. UNRRA representatives were invited & requested to come with authority to speak for Sir H. Gale.

Bilento had asked for terms of reference & agenda & through an informal exploratory meeting between UNRRA & the military was desirable.

Bilento had tried to contact Morgan, but latter was ill. Bilento suggested UNRRA representatives should be Morgan, himself, Robertson & Gilbert Price (Bilento's Liaison Officer with Control Commission).

Departed on the late afternoon to Frankfurt. Morgan was in bed but it was expected that he would ring me c. 11 a.m. tomorrow.

D.W.



70925/10/26

FOREIGN OFFICE, S.W.1

29th October, 1945.

(WR 3176/1/48)

Personal and Confidential.


My dear Dudley,

As promised at our talk on Friday, 26th October, I write confirming the gist of the conversation which the Secretary of State for Foreign Affairs had with Field Marshal Montgomery on October 24th in connection with the difficulties that have arisen after signing the UNRRA agreement regarding responsibility for Displaced Persons in the British Zone in Germany.

The Field Marshal informed the Secretary of State that he had appointed a Committee under a Corps Commander, who would meet the UNRRA representative, his own staff, and any others who cared to attend. The purpose of this meeting would be to consider whether the UNRRA proposals are practicable and, alternatively, what steps should be taken in the interim period between now and their being made effective. The Field Marshal was very anxious to co-operate, but he could not take the risk of a breakdown in the administration. In the first place, he was responsible for what he described as the "bad camps" where the most difficult personnel was located, secondly, he had undertaken, during the next few months, to separate the Jews (you will remember that I told you that this point was under separate consideration), and thirdly, he was faced with the difficult problem of receiving into his Zone anything from two to four million people during the next month. He was quite convinced that if there were a sudden change over at this moment there would be a positive danger of a breakdown.

Dudley Ward, Esq., C.B.E.,
U.N.R.R.A.

After/



After discussion the Secretary of State agreed that the Field Marshal's was a good method and that UNRRA must co-operate. He understood the Field Marshal's attitude as being that he was anxious to get rid of the whole responsibility for these camps, but felt that it is his duty to do so in an orderly and proper manner and that it will not be possible to complete the task before next February or March. In view of the fact, therefore, that UNRRA will now be associated, through the Committee mentioned above, with the working out of this plan, that there will be a gradual transfer as the problem nears solution, and that UNRRA will have the advantage of the closest possible co-operation from the military, Mr. Bevin feels that UNRRA should adopt this procedure and set to work accordingly.

Since we had our talk, I have seen a copy of a BERCOMB telegram, which I note the War Office have been asked to pass to UNRRA, giving some further elucidation about the composition and scope of the proposed Committee, which accords with the personal interpretation of its functions, which I gave to you when you came to see me, and which seems to be on the right lines.

Yours ever
Paul Haslar

INDEXED

COPY

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE UNITED NATIONS RELIEF
AND REHABILITATION ADMINISTRATION AND OF THE COMMANDER-IN-CHIEF OF THE BRITISH
ARMY OF THE RHINE and MILITARY GOVERNOR OF THE
BRITISH ZONE OF GERMANY

This Agreement is made on the..... day.....1945 between the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") acting by its Director-General of the one part and the Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone (hereinafter referred to as "C-in-C") of the other part.

Whereby it is agreed as follows:-

1. OBJECT

The object of this Agreement is to establish the relationship between and responsibilities of UNRRA and C-in-C, for the care and control of United Nations displaced persons, and those assimilated to them in status by this Agreement in the British Zone of Germany. It supersedes, with respect to that Zone, the Agreement made between UNRRA and the Supreme Commander, Allied Expeditionary Force (hereinafter referred to as A.E.F.), dated 25th November 1944. Nothing in this Agreement shall be interpreted as derogating or detracting from or limiting the powers of the Commander-in-Chief, or as imposing on UNRRA obligations inconsistent with the Resolutions of the UNRRA Council.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom UNRRA agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the U.S.S.R.);
- (b) Italian Nationals;
- (c) Persons of undetermined nationality; (formerly called "stateless persons");
- (d) Enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or have been deported therefrom, by action of the enemy, because of race, religion or activities in favour of the United Nations;
- (e) Any person or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. UNRRA ORGANISATION

(a) UNRRA will maintain a Zone Headquarters at the Headquarters of the British Army of the Rhine, with subordinate headquarters at Corps District Headquarters, at such lower levels as may be considered necessary by the appropriate authorities and UNRRA jointly.

(b) The respective military and UNRRA Headquarters will operate in close mutual liaison at each level in order to co-ordinate operations in connection with their several responsibilities.

4. RESPONSIBILITIES OF UNRRA

On the date when this Agreement becomes effective, UNRRA, subject to any General Orders and Instructions issued by C-in-C and to any Resolutions of the UNRRA Council, will assume responsibility for certain functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the categories set out in paragraph 2 who may from time to time be found in the British Zone, including the following:-

/(a)

(a) Command and control of all UNRRA units and personnel operating in the British Zone, and also units and personnel of such voluntary agencies as may be operating under the co-ordination of UNRRA in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (such aggregations are hereinafter collectively referred to as "assembly centres"). This responsibility will be assumed progressively from the date when this Agreement becomes effective and from such dates thereafter as may be agreed upon by the parties hereto. UNRRA's duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories which UNRRA is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons. References to UNRRA and to UNRRA personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating under the control of UNRRA in accordance with this paragraph, to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon and subject to the terms of agreements made by them with UNRRA and approved by C-in-C. UNRRA will be responsible for the proper documentation of voluntary agency personnel serving in the British Zone in accordance with this paragraph.

(d) The operation of an Archives Office including an Enquiry and Tracing Bureau, in connection with the Central Tracing Bureau for the whole of Germany.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) Where UNRRA cannot provide such services it will notify the appropriate authorities accordingly in ample time for them to plan for the provision of the facilities needed to supplement those provided by UNRRA (in accordance with paragraph 5(j) below).

(iii) The aim of UNRRA will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of amenity supplies, equipment and facilities. (See paragraph 5(e)).

(h) The submission from time to time to authorities designed by C-in-C of requirements for each assembly centre in respect of supplies and requirements for which under 9(g) UNRRA is not called on to pay and which are needed to implement the procurement programme drawn up in accordance with 5(d)(ii) below; the giving of a receipt for supplies and services and the maintenance of adequate internal checks on their utilisation.

(j) The making of recommendations to C-in-C for the return of displaced persons to their former homes, and negotiations with the Governments concerned with regard to their reception in countries of destination and transit through other countries en route.

(k) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(l) The initial provision of clothing and equipment to approved scales, for all UNRRA personnel arriving in the British Zone. (See paragraph 6(g)).

(m) The provision so far as is practicable of any vehicles required for the performance of UNRRA's responsibilities under this Agreement and the maintenance of such vehicles.

5. RESPONSIBILITIES OF C-in-C IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone without prejudice to UNRRA's direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, the appropriate authorities will consult with the assembly centre directors concerned, in particular with the displaced persons under their care are liable to be subjected to search, arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by UNRRA for displaced persons will be dealt with in two classes, as follows:

(i) Those held in each assembly centre on the day on which it is taken over by UNRRA will be handed over to UNRRA on that date. The handover will not, however, include equipment held on unit charge to any military unit, except such as may be specifically authorised by C-in-C. Accounting for material turned over to UNRRA will be in accordance with paragraph 9(f) below.

(ii) Those subsequently required by UNRRA for displaced persons. UNRRA will calculate and put forward to the appropriate authorities estimates of its requirements of such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by the appropriate British authorities; UNRRA may make to the British authorities any representations concerning these estimates which it may consider necessary. Accounting for material ^{turned} over to UNRRA will be in accordance with paragraph 9(f) below.

(e) Provision to the greatest extent possible of amenity supplies, equipment and facilities from available German resources to supplement those provided by UNRRA.

(f) Transport facilities (including P.O.L.) for displaced persons and for UNRRA supplies over and above those facilities which can be provided by UNRRA from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by UNRRA for displaced persons. The appropriate authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to UNRRA and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons as soon as practicable, within the British Zone and outside that Zone insofar as C-in-C is in a position to make postal service available.

() (i) Provision insofar as is practicable of medical, nursing and preventive services to supplement those provided by UNRRA.

(ii) Existing civil facilities, equipment and supplies will be made available to UNRRA for furnishing such services for displaced persons.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR UNRRA UNITS AND PERSONNEL BY C-in-C.

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at UNRRA Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the appropriate authorities as necessary for the discharge of UNRRA's responsibilities pending their substitution from UNRRA resources.

(c) P.O.L. for vehicles held by UNRRA.

(d) Repair of vehicles held by UNRRA and the replacement of parts and tyres.

(e) Facilities with appropriate priorities to ensure necessary movement of UNRRA personnel.

(f) Provisions of rations on normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities on an agreed scale, and provision of laundry and boot repair facilities.

(h) Use of military welfare and recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens, according to their equivalent military rank as determined by their functions.

(j) Use of the military communication systems including telephones, for UNRRA official communications. Use of the Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for UNRRA personnel.

7. FILES AND RECORDS

From the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, A.E.F., and successor agencies will be made available to UNRRA. In addition, UNRRA will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by UNRRA.

8. ALLIED LIAISON OFFICERS

(a) UNRRA will allow liaison officers for repatriation accredited to C-in-C access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by the C-in-C. UNRRA will afford full co-operation to such officers in matters of care, welfare, and repatriation and tracing of their respective nationals.

(b) UNRRA will work in close co-operation with Allied Liaison, H.Q. B.A.O.R. in connection with UNRRA's dealings with Allied nationals and with the above Allied Liaison Officers.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The appropriate authorities will make available to UNRRA without charge all German currency which UNRRA requires for payment of its personnel in Germany.

(b) UNRRA has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to UNRRA employees, or for any claim arising against UNRRA or its employees or agents, except for cases in which British military authorities would be liable under existing regulations.

(d) Financial arrangements already made by UNRRA whereby British Army pay officers will honour UNRRA paybooks and will cash UNRRA salary and expense cheques drawn upon banks specified, or to be specified by C-in-C, are continued in effect.

(e) UNRRA personnel shall be subject to financial restrictions applicable to civilian personnel of the Control Commission for Germany (British Element).

(f) The appropriate authorities will maintain accounting records for all services rendered to UNRRA and for all facilities, services, accommodation, supplies, and equipment handed over to UNRRA, except such indigenous items as C-in-C determines should not be accounted for. UNRRA will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by UNRRA from the appropriate authorities.

(g) UNRRA will not be called upon to pay for the supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. UNRRA will reimburse the appropriate authorities for supplies and equipment furnished by them for maintenance of UNRRA personnel and personal equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by UNRRA or by other employers will be in accordance with Military Government directives and UNRRA policies.

(c) In order that displaced persons employed by British authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of UNRRA, the British authorities will give UNRRA due notice of any expected turnover incident to the termination of their employment.

(d) UNRRA will maintain records of the capabilities and availability for employment of individual displaced persons under its care.

11. LEGAL STATUS OF UNRRA PERSONNEL

Officials and other personnel of UNRRA, being nationals of any of the United Nations shall, in respect of offences committed by them in the British Zone, be entitled to the same privileges and be subject to the same liabilities as are British civilians under Military Government Ordinance No. 5. Legislation to give effect to this clause will be promulgated by Military Government.

12. INTERPRETATION OF AGREEMENT

UNRRA recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for UNRRA personnel rests with C-in-C. C-in-C recognises the right of UNRRA on giving reasonable notice of its intention to do, to withdraw from this Agreement if UNRRA considers that the facilities, services and supplies made available by the military authorities are insufficient to enable UNRRA effectively to discharge its obligations to its Member Governments. On the other hand, UNRRA recognises the right of C-in-C, on giving the like notice, to withdraw from this Agreement if he considers that UNRRA does not discharge its responsibilities under paragraph 4 in a manner consistent with his responsibility for overall supervision of all matters affecting displaced persons in the British Zone. This Agreement so far as it relates to the British Zone shall be interpreted in accordance with English Law.

13. REVIEW OF AGREEMENT

The provisions of this Agreement shall at the request of either party be reviewed at the end of six months after the date when it becomes effective.

14. DATE WHEN EFFECTIVE

This Agreement will become effective as from the date thereof.

AS WITNESS the hands of the Director General of UNRRA on behalf of UNRRA and of the C-in-C.

See NOTE appendid.

NOTE:

Sir Raphael CILENTO stated that in response to a request from Brigadier BRITTEN that an officer be appointed as representative of UNRRA with delegated authority to make immediate decisions, he had wired Lt General Sir Frederick MORGAN, UNRRA Chief of Operations for Germany at FRANKFURT on 26 October as follows:-

"COG PWDF 404(.) ^{UNCLASSIFIED (.)} FOR UNRRA FOR SIR FREDERICK MORGAN FROM SIR RAPHAEL CILENTO (.) REFERENCE SIGNAL FROM BERCOMB BGCC 1799 (.) PRESUME UNRRA REPRESENTATIVE WITH FULL POWER TO SPEAK ON BEHALF OF SIR HUMPHREY GALE WILL BE YOURSELF (.) SUGGEST FOLLOWING IF PRESENT WOULD BE OF ASSISTANCE TO YOU (.) ROBERTSON LEGAL ADVISER OF UNRRA ERO WHO WAS RESPONSIBLE FOR DRAFTING OF ORIGINAL AGREEMENT ALSO MYSELF AND EXECUTIVE ASSISTANT PRICE AS BEING FAMILIAR WITH LOCAL CONDITIONS(.) WOULD APPRECIATE EARLY DISCUSSION WITH YOU AND AWAIT YOUR INSTRUCTIONS".

He had also telephoned General Morgan on Tuesday 30 October and had understood him to say that the authority asked for was delegated to himself (Sir Raphael CILENTO). Sir Raphael CILENTO thereupon had so informed Brigadier BRITTEN.

Sir Raphael CILENTO informed the President that during the course of the actual deliberations on 1 ~~November~~ November he had at 1330 hrs received a signal from Sir Frederick MORGAN, including the following:-

NO 40 (.) YOUR COG 7930 OF 26 OCT 45 (.) I AWAIT INSTRUCTIONS FROM EUROPEAN REGIONAL OFFICE BUT DO NOT INTEND TO INTRUDE IN THE MATTER AT THE PRESENT STAGE (.) (.) YOU ARE EMPOWERED TO SPEAK FOR UNRRA BUT YOU WILL NATURALLY NOT REPEAT NOT CONCEDE ANY IMPORTANT POINT OF PRINCIPLE WITHOUT CONSULTATION".

DPros/26

COPY

Subject: Transfer to UNRRA OF RESPONSIBILITY FOR THE ADMINISTRATION
OF DISPLACED PERSONS

Chief of Staff (British Zone)
Advanced Headquarters,
Control Commission for Germany (British Element)

INDEXED

Attached hereto is the report of the Committee set up to consider the transfer to UNRRA of the responsibility for the administration of Displaced Persons, together with the Draft Agreement between UNRRA and the Commander-in-Chief of the British Army of the Rhine and Military Governor of the British Zone, with certain modifications and notes, as proposed by the Committee.

At Appendix "A" is a copy of the Agenda.

(Sgd.) B.G. HORROCKS

Lieutenant-General,
Commander,
30 Corps District.

Copy to: Deputy Chief of Staff (Executive), Main HQ, Control
Commission for Germany (British Element)

COPY

REPORT BY THE COMMITTEE CONVENED TO CONSIDER THE TRANSFER TO UNRRA OF
RESPONSIBILITY FOR THE ADMINISTRATION OF DISPLACED PERSONS

TRANSFER OF RESPONSIBILITY

1. The Committee is unanimous in the opinion that UNRRA should assume the responsibility for Displaced Persons in the British Zone of Germany as soon as possible.

2. The situation in each of the three Corps Districts was examined and it was considered that the handing over of responsibility should start immediately and be completed in two phases. UNRRA is not in a position to take over completely at the present moment, as there are insufficient UNRRA teams available to conduct the administration of all camps, quite apart from personnel required to undertake the staff work involved. The Committee recommends that the transfer should take place in the following phases.

3. PHASE 1

(a) As UNRRA teams are reported as being satisfactory and are made available they will assume complete responsibility for the internal administration of their assembly centres in each Corps District. This will start at once.

(b) In each Corps District a small team consisting of representatives from UNRRA, the Army and Control Commission will carry out an inspection of all camps; they will investigate the conditions therein and report to Corps Headquarters for onward transmission to UNRRA, BAOR and the DP Division of the Control Commission. This is necessary in order to record the condition in each camp at the time of transfer.

(c) It was agreed that the first phase should be completed by 31st December 1945.

4. PHASE 2

UNRRA will establish staffs as soon as possible to understudy the existing organisation preparatory to taking over the staff duties of Displaced Persons Control.

Following considerable discussion UNRRA undertook to provide completely by 1st January 1946 an organisation to replace the staffs already in existence. As they are deployed they will be understudying and learning from present staffs. It was considered unlikely that more than a month from the end of Phase 1 would be required before UNRRA staffs were ready to take over completely. This period is Phase 2.

5. It was recommended that the Committee meet again in the middle of January in order to decide the day on which complete executive responsibility would pass to UNRRA.

6. At the conclusion of Phase 2 the responsibility of C-in-C will be reduced to one of overall supervision. There will be a remaining element of the Army and Control Commission Displaced Persons Staffs required to operate with UNRRA Headquarters for co-ordination and policy in connection with other departments of Military Government and the Army.

7. After the assumption by UNRRA of complete executive responsibility it was recommended that the closest touch between the Army and UNRRA must be maintained at all levels. In view of the prevalence of DP Crime throughout the zone the Army must remain responsible for maintaining Camps (if any) established for criminal Displaced Persons.

8. In order to facilitate administration and the handover it was recommended that the UNRRA geographical layout should, so far as practicable, coincide with the existing deployment of Army ~~formation~~ formations.

SUPPLY

9. A discussion took place on the question of supply and the Committee agreed that -

- (a) UNRRA officials should not be required to spend some hours daily driving to and from depots to draw supplies.
- (b) The Army particularly in view of its rapid reduction could not be expected to make detailed deliveries to all Assembly Centres.
- (c) UNRRA should enlist and train supply personnel (possibly from among Displaced Persons) who would be responsible for drawing rations and other supplies from Depots and for their delivery to camps.
- (d) The delivery of Red Cross Parcels and of particularly valuable stores, such as medical supplies, should continue to be the subject of special arrangements by the Army, as they are considered to be too valuable to be placed in other hands.

PWX

10. Under the present agreement the camps accommodating PWX will continue to be the responsibility of the Army, but it is hoped that certain PWX will shortly cease to have Military status, in which case they will become Displaced Persons, and, as such, will come within the scope of UNRRA's executive responsibility.

MOVEMENTS

11. UNRRA will be responsible for initiating the movement of Displaced Persons within the British Zone, but executive action will be carried out by the Army. The Army will still be responsible for the movement of Displaced Persons leaving the British Zone although UNRRA may be requested to help in the staffing of any Transit Camps which may be required. The initiation of movement outside the Zone may be undertaken either by the Army or by UNRRA according to the circumstances of each case.

Signed by B.G. HORROCKS, Lt. Gen.
etc.
etc.

2nd Nov., 1945.

COPY

NOTES ON DRAFT UNRRA AGREEMENT

1. With reference to sub-para. 4(a) of the Draft Agreement, it is considered that a list should be published in G.R.Os. showing which societies are working in conjunction with UNRRA.
2. Reference sub-para. 4(j) of the Draft Agreement. While the Committee agree that UNRRA should make recommendations for the repatriation of displaced persons, the military members feel that they cannot recommend the inclusion of the above sub-paragraph to the G-in-C as it has been proved that negotiations with Governments for the return of their displaced persons must be undertaken at the highest possible level on the spot and that on occasions this is beyond the capacity of the UNRRA organisation.

The UNRRA representatives of the Committee request that the above sub-paragraph be retained as it is in accordance with the resolutions of the UNRRA Council.

3. Reference sub-para. 5(d)(i) of the Draft Agreement. The Committee recommends that when responsibility for an assembly centre is transferred from the military authorities to UNRRA a handing over certificate should be signed by both parties.
4. Reference sub-para. 6(h) of the Draft Agreement. The Committee recommends that a sub-committee should be set up by HQ EAOR and UNRRA to decide on the officer status of UNRRA personnel and that the findings of the sub-committee should be published in G.R.Os. Such UNRRA personnel should carry some satisfactory indication of their status.
5. Reference sub-para. 9(a) of the Draft Agreement. The Committee realise that this sub-paragraph can only be decided by the financial authorities but wish to record their opinion that it is unfair to UNRRA and that it should be amended as follows:-

"The appropriate authorities will make available to UNRRA without charge all German currency which UNRRA requires for expenditure incurred in the British Zone in Germany in implementation of the Agreement".

(Signed) President

B.G. HORROCKS, Lt. Gen.

Members

A.G. KENCHINGTON, Brig.

etc.
etc.

Headquarters 30 Corps District.

2 Nov. 1945.

A G E N D A.

1. Read Terms of Reference.
2. Read through draft UNRRA Agreement.
3. Explanation of DP organisation in Corps Districts by -

Lt. Col. DONALD	-	ADMG 30 Corps District
Lt. Col. GRIFFITHS	-	ADMG 1 Corps District
Maj. FOGGERTY	-	ADMG 8 Corps District

Outline of organisation in British Zone by Brig. KENCHINGTON

4. The following witnesses to give evidence -

Lt. Col. A.G. CLIFTON	30 Corps UNRRA Director
Major McARTHUR	5 Div (R) Det Commander
Lt. Col. HICKS	43 Div (R) Det Commander
Capt. MUIR	20 DPAGS
Mr. IRWIN	112 UNRRA team
Lt. WILLIAMS	OC a DP Camp in BRUNSWICK
Maj. BARTLETT	105 (R) Det Commander
Lt. Col. J.E.N. PETERS	AAG FWX/DP 30 Corps District
Lt. Col. CLEMENSON	ADMG (FH) 30 Corps District
Miss IMPEY	British Red Cross LO 30 Corps District
COL. OSWALD	Col GS 30 Corps District

5. Phases by which transfer of responsibility to UNRRA should be made and timings of such transfers.
6. (a) Consideration of any modifications of the draft UNRRA agreement as a result of the above examination of the problem.
- (b) If any modification is considered necessary a small sub-committee with a legal rep. will alter the existing agreement for approval of the committee.

INDEXED

ACTION COPY

ACTION COPY

INCOMING CABLE

Advance copy
received.

A.D.
30/10.

ACTION: MR. DUDLEY WARD

ROME.....TO.....LONDON

No. 822
(EN CLAIR).

Dated : 29th October 1945.
Received : 29th October 1945.

PERSONAL for Dudley Ward from Gale. PRIORITY. Party weather-bound here today. Tomorrow, Tuesday's report not so far favourable. Cancel Washington call for Tuesday afternoon as we may not get through until Wednesday.

Your 700 and 701 of 26th received but can take no action until my return. Presume however you are developing situation with Morgan in meantime. Rendel thinks proposals in your 700 are reasonable.

D.P. Agreement, British Zone, Germany.

IR/LJ

No action.

Fun:
1/xi.

Rome. Outgoing

CABLE UNIT FILE COPY
OUTGOING CABLE

DG

Originator: Mr.D.Ward

LONDON.....TO.....ROME

No. 701
EN CLAIR

D: 19.46 Hrs. 26th Oct.1945

Most immediate.

For Gale from Dudley Ward.

1. Robertson has proceeded to Frankfurt and has delivered to General Morgan message contained your 785 from Rome concerning War Department changes in Displaced Persons agreement.

2. Have received telephone message that General Morgan's view is broadly as follows, based up statement was prepared in E.R.O. and discussed by Robertson with Morgan.

Begins:

"1. We can and must recognise the overall responsibility of the Commanding General. At the same time, it is essential that this responsibility should only be exercised at the top and that implementation should be through UNRRA channels of command from this level and not through subordinate military officers. It is not clear from the draft as amended whether this is intended and clarity on this point should be obtained.

"2. In addition to this administrative control it is also essential, for the reasons stated by Commander Jackson, that UNRRA should have effective operating responsibility within defined limits.

"3. These two ends, and in addition, the overall responsibility of the Commanding General could be ensured by the following amendments to the draft as revised by the War Department:-

- (a) Reinstating the references to UNRRA's 'responsibilities'.
- (b) Incorporating Article 4(a) of the British draft, which includes among UNRRA's responsibilities 'Command and control of all UNRRA units and personnel
- (c) Also incorporating Article 5(a) of the British draft which includes among the responsibilities of the Commanding General:-
'Responsibility for overall supervision of all matters affecting displaced persons in the zone, without prejudice to UNRRA's direct responsibility for those matters set out above.'

Ends.

3. Will send any further details of General Morgan's view on Robertson's return which is expected tomorrow.

4. We are leaving you to inform Washington.

5. If Gale Jackson do not reach Rome tomorrow as scheduled, please repeat immediate to Athens.

ACTION COPY

ACTION COPY

INCOMING CABLE

INDEXED

DP 105/26
D.G.

ACTION: Mr. Wyndham-White

ROME.....TO.....LONDON

No. 816
(En clair)

DATED: 27th Oct., 1945.
REC'D: 28th Oct., 1945.

PP

Re your 700 * repeated Washington 5451 forwarded in same
Cipher to Athens. Not, repeat not, certain Athens can decipher.
Suggest you signal directly Athens. Jackson and Gale signalled
arrive Rome today but not, repeat not, as yet arrived.

* P.P.

DISTRIBUTION: P.R.D.G.

Mr. D. Ward
DDG Relief Services
DDG F & A

No action

CC/VB

Burns
1/xi.

X

OUTGOING CABLE

ORIGINATOR: MR. WYNDHAM-WHITE

LONDON.....TO.....ROME

No. 700
(CYPHER)

D: 2045 hours 26th October 1945.

Repeated Washington 5451 (Cypher).

IMMEDIATE.

Following is Personal Presiding No.14, to Rome, repeated Washington Personal Presiding No.129.

FOR JACKSON AND GALE.

1. High level interview took place as planned on 24th. Field Marshal stated that he was most ready to co-operate and was anxious to get rid of responsibility for these camps at earliest possible date, but he could not risk breakdown. Sudden change-over would involve positive danger of this. He had already appointed Committee under a Corps Commander to meet representatives of UNRRA, his own staff, and others. Committee would consider whether UNRRA proposals were practicable, and alternatively what steps to take in interim period until they were made effective. An orderly change-over could not in his view be completed before February or March, but UNRRA through Committee would be closely associated with working out plans, and there would be a gradual transfer, military co-operating in closest possible way.
2. Foreign Secretary endorses method proposed and thinks UNRRA should co-operate.
3. Official confirmation of above promised tomorrow.
4. [TO ROME ONLY] If Jackson and Gale delayed in reaching Rome on schedule, please repeat immediate and in cypher to Athens.

[Service sent correcting Personal Presiding number
Miss Moore's instructions 27th October 1945]

DISTRIBUTION:

F.R.D.G.
Mr. Dudley Ward.
Mr. Wyndham-White
Miss Gibbons
Mr. Hasler
Gen. Lewis.
Mr. Woodbridge (2)
Mr. Feonov.
Mr. Adair.
Dr. Topping.

VB/LJ

ACTION COPY

UNRRA/UK
agreement

ACTION COPY

INCOMING CABLE

DG.

ACTION: Mr. Dudley Ward

ROME.....TO.....LONDON

No. 758
(En clair)

DATED: 20th Oct., 1945.
REC'D: 21st Oct., 1945.

attached

For Ward from Jackson. Your 636. Reply despatched through Foreign Office
early morning 20th October.

CC/MG

OUTGOING CABLE

DG

ORIGINATOR: MR. DUDLEY WARD

LONDON....TO....ROME

No. 636
(EN CLAIR).

D: 1100 hours 20th October 1945.

MOST IMMEDIATE.

For Jackson from Ward.

Please rush promised notes to Rendel supporting your remarks on Thursday's interview. Essential receive here Monday morning latest.

MG/LJ

Gen. Anderson's letter (below.)

Gen. Anderson, I think, raises no major point of principle, except possibly under Art (g) a, the provision of German currency. This as he suggests may have to be discussed with the Treasury, or rather, in the first instance, with Finance Dept. W.O..

I am surprised that he thinks an additional agreement with the W.O. may be necessary in order to implement most of the other points raised. I should have thought that the W.O. could have authorised the C. in C. to sign the general agreement on their behalf as well as on his own.

You are, I believe, speaking to Gen. Anderson on the larger issues.

D.W.
16/X

Gen. Gale

Mr. Dulles to read

Pl: bring forward for my return.

R.
17.10.

Discussed at meeting with Sir H. Gale &
General Anderson on 2/11/45.

Atch.

Mr. D. H. Jones
Q
17/10

UNRRA Adm. HQ.

21 Army Group

~~B.L.A.~~

B.A.O.R.

15th October, 1945.

Subject : Authority of Corps Commands.

To : Lt.-General Sir Humphrey Gale,
Personal Representative, Director-General UNRRA,
E.R.O.,
11, Portland Place, W. 1.

From : Lt.-General Sir Frederick Morgan, *M. Now*
Director-General, D.P. Operations for Germany,
UNRRA Central-HQ. Höchst.

1. Confirming our telephone conversation, I conferred to-day with Robertson who told me of the Field Marshal's view that nothing should be done this winter to detract in any way from the authority of Corps Commands. This implies that UNRRA hierarchy should exist up to Corps level only.
2. I contended that to accept this would prevent UNRRA from fulfilling the task laid upon it by its Council. Robertson agreed that the Field Marshal having made up his mind, no good purpose would be served by any of us three seeking to interview the Field Marshal with a view to obtaining his agreement to the present draft formula or any variation thereof. Any variation that he might accept would of necessity involve a major change of principle which I believe must be unacceptable to UNRRA.
3. I therefore suggested that the Field Marshal be moved to put his point of view to the Foreign Secretary directly if the latter would be willing.
4. Robertson telephoned me tonight that the Field Marshal agrees to this and is writing to the Foreign Secretary for an appointment. He tells me that the Field Marshal has consulted C.I.G.S., who supports his contentions.

17 OCT 1945

From Major General A.V. Anderson, D.C.A.

INDEXED
The War Office,
Hotel Victoria,
Northumberland Avenue,
London, W.C.2.

15 October, 1945.

Mr Dudley Ward
R
16/10
My dear General,

Many thanks for your letter of 10th October on the subject of the agreement which it is proposed should be concluded between the Commander-in-Chief, British Zone and U.N.R.R.A. I am much afraid that this agreement has taken a very long time to bring it to the present stage of agreement (chiefly, I think, because it has been handled initially on too low a level) and I have been assured almost weekly for the past couple of months or so that the signature stage was on the point of being reached. It appears now, however, that a good deal of further negotiation will be required, even if agreement has been reached in Germany.

Owing to the delay which has occurred we are in the unfortunate position, that on the 22nd October, the War Office ceases to be the Department responsible for Control Commission business in Germany. The War Office will, however, still be responsible for operational and administrative matters concerned with B.A.O.R. and it appears therefore that the outstanding matters will fall into two categories:

- (a) Those with a policy aspect will have to be handled by the new Department, while
- (b) Those of a purely routine or administrative aspect will be handled by the War Office.

I do not think there is much that I can do at this stage pending the arrival in London of the draft agreement as approved (or rather as considered suitable) by the Commander-in-Chief but it might be useful if I made the following comments on the points which you have made.

Article 2 (a)

I think your suggestion is eminently desirable.

Article 2 (c)

This raises a policy matter as I understand that the Foreign Office are very anxious to maintain the position that no Displaced Persons should yet be categorised as "stateless". It may be that large numbers may be judged "stateless" in the future but the Foreign Office view is that it is too early yet to make this decision.

Article 4 (1)

This appears to require agreement between the War Office and U.N.R.R.A. to supplement the agreement with the Commander-in-Chief.

Article 5 (e)

Same comments as above.

Article 6 (f)

Same comments as above. This is linked with an overall examination of the facilities to be accorded to civilian personnel in general which is, I understand, being carried out by Q.M.G. Branch.

Article 6 (g)/....

Lieut-Gen. Sir Humfrey M. Gale, KBE., CB., CVO., MC.,
Personal Representative of the Director General,
U.N.R.R.A.

16 OCT 1945

Article 6 (g)

This also appears to be a matter of War Office policy although the views of the Commander-in-Chief would obviously have to be taken into consideration.

Article 9 (a)

This, I think, is a matter of H.M.G.'s. policy in which the Treasury is obviously concerned and to which a solution will have to be found in London.

Articles 9 (f) and (g)

I agree that the closest contact between the two accounting staffs will be necessary and that they must be given the power to work out details within the limits of the general principles laid down.

I am taking action to expedite the arrival of the Commander-in-Chief's recommendations and I think that, when they have arrived, it will be desirable to call a meeting and get the points of difference resolved.

Yours

Sincerely

Robert Anderson

DP105/26

The War Office,
Hotel Victoria,
Northumberland Avenue,
London, W.C.2.

15th October 1945.

My dear General,

Many thanks for your letter of 10th October on the subject of the agreement which it is proposed should be concluded between the Commander-in-Chief, British Zone and UNRRA. I am much afraid that this agreement has taken a very long time to bring it to the present stage of agreement (chiefly, I think, because it has been handled initially on too low a level) and I have been assured almost weekly for the past couple of months or so that the signature stage was on the point of being reached. It appears now, however, that a good deal of further negotiation will be required, even if agreement has been reached in Germany.

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Lt. Gen. Sir Humfrey M. Gale, KBE, CB., CVO., MC.,
Personal Representative of the Director General,
U.N.R.R.A.

/Article 9(a)

Article 9(a)

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Articles 9(f) and (g)

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I am taking action to expedite the arrival of the Commander-in-Chief's recommendations and I think that, when they have arrived, it will be desirable to call a meeting and get the points of difference resolved.

Yours sincerely,

(Sg^d.) A.V. ANDERSON.

DP105 R7
19th October, 1945.

As you are aware, discussions have been taking place during the last two or three weeks between officers of the Control Commission for Germany (British Element) and of the British Army of the Rhine, on the one hand, and members of the UNRRA staff, on the other hand, about the new Agreement which it is proposed should be concluded between the Commander-in-Chief, British Zone, and UNRRA. I understand that, as the result of a meeting at Bad Oeynhausen on September 21st, a draft Agreement is to be submitted to the Commander-in-Chief, and by him to the War Office in the near future.

During the discussions which have taken place, members of the UNRRA staff have reserved their position with regard to certain changes which the Military wished to make in the earlier drafts which had been discussed; further, there were certain points which they thought it proper to raise in London with the War Office rather than with the Control Commission in Germany. It may, therefore, be useful if I bring to your attention the points in question, together with a statement of UNRRA's position.

Attached to this letter is a copy of the text which the members of my staff understood that the Control Commission (British Element) were prepared to recommend. The changes which UNRRA wishes to make in this draft are the following:-

Article 2(a)

We should like to delete the words in parenthesis and substitute "other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreements". This alteration would not make any change in the substance, but we feel that it would be more diplomatic to use general terms rather than single out the U.S.S.R. for special mention by name.

Article 2(c)

We wish to include "stateless persons". The reason for this is that the UNRRA Resolutions (which His Majesty's Government helped to formulate) require UNRRA to assume responsibility for stateless displaced persons. It is, therefore, necessary for us to show that we are carrying out our obligations under the Resolutions. However, we should have no objection, if you wish, to using the phrase "stateless persons and persons of undetermined nationality".

Article 4(1)

This clause imposes on UNRRA the obligation to provide "clothing and equipment to an approved scale for all UNRRA personnel arriving in the British Zone". As you know, such clothing and equipment has to come from military sources. Therefore, it is only possible for us to fulfil this obligation if the War Office provides UNRRA in London with the clothing

/end

Maj. Gen. A.V. Anderson, C.B., M.B.E.,
War Office.

and equipment with which the Commander-in-Chief insists that UNRRA personnel should be supplied when they arrive in the British Zone. In other words, we have no objection to accepting this obligation provided that you will enable us to fulfil it. It must, however, be clearly understood that UNRRA cannot undertake this obligation to the Commander-in-Chief unless the War Office makes possible its fulfilment.

Article 5(c)

This provides that the Commander-in-Chief will provide amenity supplies from German resources to supplement those provided by UNRRA. We recognise that the primary responsibility for amenity supplies attaches to UNRRA. At the same time, we would hope that, in certain cases, the War Office would, by special arrangement, assist us in the procurement of amenity supplies in this country, against reimbursement, if it appears that the War Office can procure more effectively than UNRRA. (An example would be where WARF is placing a large contract, e.g. for toilet articles, and could include UNRRA's requirements in the same order).

Article 6(f)

It has been proposed that the rations to be provided for UNRRA personnel should exclude "extras". We are very anxious that UNRRA personnel should not be excluded from the provision of extras. In the first place, it seems unfair that UNRRA personnel should be deprived of a facility which is accorded to civilian personnel of the Control Commission. Secondly, UNRRA personnel in the American Zone get the same treatment as the American Army. It would be invidious that our staff in the British Zone should be at a serious disadvantage as compared with the British Army. I understand that the principal item included in "extras" is the free issue of cigarettes. If it would be possible to obtain this facility against reimbursement, we should be prepared to consider a solution on those lines.

Article 6(g)

It is proposed that UNRRA personnel should not be allowed the use of Officers' Shops. It is hard to see how UNRRA personnel can be properly equipped if they are unable to obtain replacements in Officers' Shops. This applies with particular force to continental personnel who are quite unable to obtain the necessary items in their own countries. We are, therefore, most anxious to see this provision restored, particularly as UNRRA personnel in the American Zone will receive corresponding facilities. Again, we should be willing to consider any financial arrangement that would facilitate the granting of this privilege.

Article 9(a)

It has been proposed that the local currency to be made available to UNRRA should be limited to local currency required for the payment of UNRRA personnel in Germany. We feel unable to accept this limitation. Resolution 57 of the UNRRA Council, which represents the policy of our member governments, instructs the Administration to make arrangements with the Military Command or the appropriate authority for the provision of local currency required for all expenses incurred in operations in enemy and ex-enemy territory. While the principal item in such expenditure will be the payment of salaries and allowances, there are bound to be certain other expenses for which local currency will be required. This may include the transport through Germany of displaced persons found in other areas, unless the military will be prepared to provide such transport without charge. It is not, however, the Administration's intention

/to

to use such local currency for the procurement of supplies in Germany, as this will be a military responsibility under the terms of the Agreement.

Articles 9(f) and (g)

These clauses provide that accounting records shall be maintained for all supplies and equipment, etc., turned over to UNHRA and provide that UNHRA will not be called upon to pay for supplies and equipment for displaced persons but will pay for supplies and equipment for UNHRA personnel. We are in complete agreement with this principle. It seems clear, however, that it will be necessary for our accounting staff to have detailed discussions with your accounting staff about the methods of accounting and there may even be cases in which it will be desirable, in the interests of simplification, that minor deviations should be made about the general principle of reimbursement. For example, the bulk of the petrol turned over to UNHRA will be used for the distribution of supplies for displaced persons and will accordingly not be paid for; a small quantity of petrol, on the other hand, will be used for the movement of UNHRA staff and UNHRA will, therefore, be liable to pay. Separate accounting and keeping of detailed records to show how much of the petrol is used for the first purpose and how much for the second would, however, impose a considerable burden both on Army staff and on UNHRA staff. It may, therefore, be in such a case preferable, in the interests of simplicity and saving of work, that the Army should waive its claim to repayment for petrol supplied for the UNHRA staff. I merely wish to suggest that the accounting experts should be authorized, when working out the details, to depart from the general principles set out above if considerable work can thus be saved at little financial cost to either side.

Harvey M. Gale
Personal Representative of the Director General

COPY

U.N.R.R.A.,

10th October, 1945.

As you are aware, discussions have been taking place during the last two or three weeks between officers of the Control Commission for Germany (British Element) and of the British Army of the Rhine, on the one hand, and members of the UNRRA staff, on the other hand, about the new Agreement which it is proposed should be concluded between the Commander-in-Chief, British Zone, and UNRRA. I understand that, as the result of a meeting at Bad Oeyahausen on September 21st, a draft Agreement is to be submitted to the Commander-in-Chief, and by him to the War Office in the near future.

During the discussions which have taken place, members of the UNRRA staff have reserved their position with regard to certain changes which the Military wished to make in the earlier drafts which ~~it~~ had been discussed; further, there were certain points which they thought it proper to raise in London with the War Office rather than with the Control Commission in Germany. It may, therefore, be useful if I bring to your attention the points in question, together with a statement of UNRRA's position.

Attached to this letter is a copy of the text which the members of my staff understood that the Control Commission (British Element) were prepared to recommend. The changes which UNRRA wishes to make in this draft are the following:-

Article 2(a)

We should like to delete the words in parenthesis and substitute "other than United Nations nationals for whom the Commander-in-Chief retains responsibility under special agreements". This alteration would not make any change in the substance, but we feel that it would be more diplomatic to use general terms rather than single out the U.S.S.R. for special mention by name.

Article 2(c)

We wish to include "stateless persons". The reason for this is that the UNRRA Resolutions (which His Majesty's Government helped to formulate) require UNRRA to assume responsibility for stateless displaced persons. It is, therefore, necessary for us to show that we are carrying out our obligations under the Resolutions. However, we should have no objection, if you wish, to using the phrase "stateless persons and persons of undetermined nationality".

Article 4(1)

This clause imposes on UNRRA the obligation to provide "clothing and equipment to an approved scale for all UNRRA personnel arriving in the British Zone". As you know, such clothing and equipment has to come from military sources. Therefore, it is only possible for us to fulfil this obligation if the War Office provides UNRRA in London with the clothing and equipment with which the Commander-in-Chief insists that UNRRA personnel should be supplied when they arrive in the British Zone. In other words, we have no objection to accepting this obligation provided that you will enable us to fulfil it. It must, however, be ~~clearly~~ clearly understood that UNRRA cannot undertake this obligation to the Commander-in-Chief unless the War Office makes possible its fulfilment.

Article 5(e)

This provides that the Commander-in-Chief will provide amenity supplies from German resources to supplement those provided by UNRRA. We recognise that the primary responsibility for amenity supplies attaches to UNRRA. At the same time, we would hope that, in certain cases, the War Office

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(Sgd.) HUMFREY M. GALE
Personal Representative of the Director General

If you agree the attached draft it
will be prepared as a letter from you
to Gen. Anderson.

It sets out our case on the reservations
we have made regarding the latest military
amendments to the Draft Agreement
for the British zone in Germany.

Sir H. Gale.

D.W.
8/10

I agree.

R
8/10

This has been
dealt with. See
copies of letter to Gen
Anderson - on file
why has it been sent
back to Mr Ward.

und.
12/10.

U.N.R.R.A.
EUROPEAN REGIONAL OFFICE
ROUTING SLIPDate 8/10TO: Mr WardFROM: Att. Carlson

The attached is sent to you for the following action as indicated by check mark:

 1. Comments and return to

 2. Read and forward.

 3. Prepare reply for
signature.

 4. For your information

 5. Take necessary action.

 6. For filing.

 7. Other action:

U.N. 325

*Revised in agreement
with Mr. Kothange.*

DRAFT

5th October, 1945.

~~Dear General Anderson,~~

As you are aware, discussions have been taking place during the last two or three weeks between officers of the Control Commission for Germany (British Element) and of the British Army of the Rhine, ~~on~~ the one hand, and members of the U.N.R.R.A. staff, on the other hand, about the new Agreement which it is proposed should be concluded between the Commander-in-Chief, British Zone, and U.N.R.R.A. I understand that, as the result of a meeting at Bad Oeynhausen on September 21st, a draft Agreement is to be submitted ^(to) ~~by~~ the Commander-in-Chief, ~~and~~ *by him* to the War Office in the near future.

During the discussions which have taken place, members of the U.N.R.R.A. staff have reserved their position with regard to certain changes which the Military wished to make in the earlier drafts which had been discussed; further, there were certain points which they thought it proper to raise in London with the War Office rather than with the Control Commission in Germany. It may, therefore, be useful if I bring to your attention the points in question, together with a statement of U.N.R.R.A.'s position.

Attached to this letter is a copy of the text which the members of my staff understood that the Control Commission (British Element) were prepared to recommend. The changes which U.N.R.R.A. wishes to make in this draft are the following:-
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We are, therefore, most anxious to see this provision restored, particularly as U.N.R.R.A. personnel in the American Zone will receive. Again, we should be willing to consider any financial arrangement that would facilitate the granting of this privilege.

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We feel unable to accept this limitation. Resolution 57 of the U.N.R.R.A. Council, which represents the policy of our principal member governments, instructs the Administration to make arrangements with the Military Command or the appropriate authority for the provision of local currency required for all expenses incurred in operations in enemy and ex-enemy territory.

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~~/incidental~~

This may include the transport through Germany of displaced persons found in other areas, unless the military will be prepared to provide such transport without charge. incidental expenses for which local currency will be required.

It is not, however, the Administration's intention to use

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Yours sincerely,

TO: Mr. Dudley Ward

FROM: A. H. Robertson.

I went to see Colonel Hammer at the War Office on Tuesday and gave him informally an account of our recent negotiations in Germany together with copies of the latest draft of the agreement for displaced persons operations in the British Zone. He told me that he expected to receive this draft as a formal recommendation from the Commander-in-Chief in the near future. He would then circulate it to the various branches and departments concerned.

I told him that there were certain points which U.N.R.R.A. wished to take up with the War Office and we agreed that the best procedure that we should write a letter setting out these points, and our views thereon, to reach him about the same time as the formal communication from the Commander-in-Chief. He would circulate U.N.R.R.A.'s comments and requests at the same time as the Army's proposals.

Accordingly I will prepare a letter to go over the signature of Sir Humphrey Gale to General Anderson (I presume) formally raising the issues which we have agreed to take up with the War Office.

A. H. Robertson

4th October, 1945.

*Right
A. H. Robertson 9.20
4/10*

P. A. and.

Registry
No.

DP 805

Originator: Mr Robertson

28 SEP 1945

Despatched

M.

Draft.

Telegram.

to Washington

~~ENJOY~~

No. 4310

27.9.45. VPR

General Distribution.

Drafted by

Atkinson

Checked with

Miss Gibbons &

Mr Ward.

Atk.

28/9

Atk. 28/9

1. Further discussions on Agreement for British Zone of Germany have modified text in our 3958 in the light of comments made by other branches of British Army and Control Commission (British Element). Copies of revised draft coming by hand of CAMPBELL leaving for Washington 28th September.

2. Principal changes are:-

- (a) Deletion of word "educational" in clause on amenity supplies.
- (b) Deletion of obligation of military to accept U.N.R.R.A.'s requirements estimates for supplies for displaced persons.
- (c) Deletion of obligation of military to assist in procurement of amenity supplies outside Germany.
- (d) Exclusion of additional rations known as "extras" for U.N.R.R.A. personnel.
- (e) Exclusion of U.N.R.R.A. personnel from officers' shops.
- (f) Limitation of obligation to provide local currency for U.N.R.R.A. to currency needed for payment of personnel.

3. We regard (a) as an improvement. We consider (b) is acceptable, because obligation to provide supplies to the agreed standard remains. (c) is acceptable because procurement outside Germany is question for War Office and not Commander-in-Chief.

4. Our representatives refused to agree to (d), (e) and (f) and we will take these points up with the War Office.

/5. We

NOTHING TO BE WRITTEN IN THIS MARGIN.

5. We understand revised draft will be submitted to Commander-in-Chief next weekend and forwarded next week to War Office when we shall take up items referred to above.

6. We suggest you should consider adding to draft U.S.F.E.T. Agreement Article 4(a) of British Agreement relating to command and control of U.N.R.R.A. personnel.

NOTHING TO BE WRITTEN IN THIS MARGIN.

OUTGOING CABLE

A

ORIGINATOR: Mr. Robertson

LONDON.....TO.....WASHINGTON

No.4310

D. 14.30 hrs.

[EN CLAIR]

Dated : 28th Sept.1945

1. Further discussions on Agreement for British Zone of Germany have modified text in our 3958 in the light of comments made by other branches of British Army and Control Commission (British Elements). Copies of revised draft coming by hand of Campbell leaving for Washington 28th September.

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- (f) Limitation of obligation to provide local currency for UNRRA to currency needed for payment of personnel.

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EMB

INDEXED

TO: Sir Humphrey Gale
Mr. Feonov
Miss Gibbons
Commander Jackson
Mr. Dudley Ward
Mr. Levison

Mr. Herbert
Dr. Topping
Monsieur Morhange
Miss Radin
Colonel Charley
All Divisional Directors

FROM: A. H. Robertson, Legal Adviser.

I attach a revised draft of the Agreement between U.N.R.R.A. and the Commander-in-Chief, British Zone of Germany. This was produced at our meeting at Bad Oeynhausen on Friday, 21st September. Changes from the earlier draft are underlined, except where they are purely formal. Additions or deletions which we refused to accept in paragraphs 6(f), 6(g) and 9(a) are shown in square brackets.

On the military side the draft has to be submitted to the Commander-in-Chief before being forwarded to the War Office for approval.

A. H. ROBERTSON.

26th September, 1945.

U.N.a.2758.

COMMENTS ON DRAFT DATED 24TH SEPTEMBER OF AGREEMENT BETWEEN
U.N.R.R.A. AND COMMANDER-IN-CHIEF, BRITISH ZONE OF GERMANY

Preamble

The words "and High Commissioner" have been added to make it clear that the Agreement applies to the Control Commission (British Element) as well as to the British Army of the Rhine.

Article 2(c)

It will be necessary to add the words "stateless persons". This will be taken up with the War Office in London.

Article 4

In addition has been made to make it clear that U.N.R.R.A. assumes responsibilities relating to all displaced persons whom it is authorised to assist in the British Zone.

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A final sentence has been added imposing on U.N.R.R.A. the obligation of ensuring that voluntary agency personnel are properly documented.

Article 4(g)

The word "educational" has been omitted and the general phrase "amenity supplies" is used. We explained, however, that it was U.N.R.R.A.'s intention to do as much as we can, in relation to general policies in supplying educational materials for displaced children.

Article 4(h)

The first sentence of Article 4(h) transfers to the paragraph setting out U.N.R.R.A.'s responsibilities the preparation of requirements estimates, which was previously included in Article 5(d)(ii). The military were anxious to add this point and the obligation to check the utilisation of supplies in Article 4, and there seemed no objection from U.N.R.R.A.'s point of view.

Article 4(1)

This now provides that U.N.R.R.A. will furnish clothing and equipment to an approved scale for all U.N.R.R.A. personnel arriving in the British

Zone, in order that the responsibility of the military in Germany should be limited to replacements. We explained that this was satisfactory to us if the War Office would enable us to make the necessary initial issues. This point will have to be cleared with the Quartermaster General before it can be implemented.

Article 4(m)

The stipulation that U.N.R.R.A. will provide vehicles has been added to the draft at the request of the military. As this covers existing practice and had already been agreed in the American Zone, we did not object. U.N.R.R.A. is also required "to maintain" the vehicles. This relates to proper greasing and similar maintenance operations. The military agree to repair the vehicles and provide parts and tyres under Article 6(d).

Article 5(d)

The military wished to add a proviso that the Commander-in-Chief would determine what was a standard "adequate for the maintenance of health and well-being and of a nutritionally adequate diet". We objected to this addition on the ground that the Joint Committees provided for under Article 3(b) were intended for this purpose. It may be, however, that this point will be raised again.

The military wish to delete the sentence reading "Such estimates will be accepted and implemented by the military authorities subject only to such priorities as may be determined by them to be over-riding." They stated that this sentence would give U.N.R.R.A. the right to call on military supplies for which the military would have to pay without justifying our requirements estimates in relation either to the number of displaced persons to be fed or to the standard of feeding. We did not object to the deletion of this sentence, because, at the time it was drafted, we never expected that the military would accept it, and it now seems certain that they will not. If they accept (as they have done) the obligation to provide supplies on an agreed standard and also agree to the institution of Joint Committees under Article 3(b), it would seem that U.N.R.R.A.'s position is sufficiently protected.

Article 5(e)

The provision that the military will assist U.N.R.R.A. in the procurement

/of

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Article 5(d)

The military wished to add a proviso that the Commander-in-Chief would determine what was a standard "adequate for the maintenance of health and well-being and of a nutritionally adequate diet". We objected to this addition on the ground that the Joint Committees provided for under Article 3(b) were intended for this purpose. It may be, however, that this point will be raised again.

The military wish to delete the sentence reading "Such estimates will be accepted and implemented by the military authorities subject only to such priorities as may be determined by them to be over-riding." They stated that this sentence would give U.N.R.R.A. the right to call on military supplies for which the military would have to pay without justifying our requirements estimates in relation either to the number of displaced persons to be fed or to the standard of feeding. We did not object to the deletion of this sentence, because, at the time it was drafted, we never expected that the military would accept it, and it now seems certain that they will not. If they accept (as they have done) the obligation to provide supplies on an agreed standard and also agree to the institution of Joint Committees under Article 3(b), it would seem that U.N.R.R.A.'s position is sufficiently protected.

Article 5(e)

The provision that the military will assist U.N.R.R.A. in the procurement

/of

24th September, 1945.

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE DIRECTOR GENERAL, U.N.R.R.A.
AND OF THE COMMANDER-IN-CHIEF, BRITISH ZONE OF GERMANY

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "U.N.R.R.A.") and the Commander-in-Chief, and High Commissioner, British Zone of Germany (hereinafter referred to as "the Commander-in-Chief") are hereby agreed as follows:

1. OBJECT

The object of this Agreement is to state the relationship and respective responsibilities of U.N.R.R.A. and the Commander-in-Chief, in the care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the British Zone of Germany. It supersedes, with respect to the British Zone, the Agreement between U.N.R.R.A. and the Supreme Commander, Allied Expeditionary Force, dated 25th November, 1944, which has been continued in effect from the time of dissolution of Supreme Headquarters. The purpose of that Agreement was to facilitate the assumption by U.N.R.R.A. after the surrender of Germany of responsibility for displaced persons in S.H.A.E.F. areas. To the extent hereinafter indicated, this responsibility is hereby assumed by U.N.R.R.A. with respect to the British Zone. Nothing in this Agreement shall be interpreted to derogate or detract from or limit the powers of the Commander-in-Chief, or to impose on U.N.R.R.A. obligations inconsistent with the Resolutions of the U.N.R.R.A. Council.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom U.N.R.R.A. agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the U.S.S.R.);
- (b) Italian nationals;
- (c) Persons of undetermined nationality;
- (d) Enemy and ex-enemy nationals 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;

/(e) Any

- (e) Any persons or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. U.N.R.R.A. ORGANISATION

(a) U.N.R.R.A. will maintain a Zone Headquarters at Headquarters, British Army of the Rhine, with subordinate headquarters at Corps Districts and such lower levels as may be considered necessary by the appropriate authorities and U.N.R.R.A. jointly.

(b) The respective military and U.N.R.R.A. Headquarters will operate in close liaison at each level and establish joint committees to co-ordinate operations in connection with their several responsibilities.

4. RESPONSIBILITIES OF U.N.R.R.A.

As of the date when this Agreement becomes effective, U.N.R.R.A., subject to General Orders and Instructions of the Commander-in-Chief and to the Resolutions of the U.N.R.R.A. Council, will assume responsibility for functions relating to the care, maintenance, rehabilitation and disposition of all displaced persons of the categories set out in paragraph 2 who may from time to time be found in the British Zone, including the following:

(a) Command and control of all U.N.R.R.A. units and personnel operating in the British Zone, and also of units and personnel of such voluntary agencies as may be operating under the co-ordination of U.N.R.R.A. in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (which are hereinafter collectively referred to as "assembly centres"). This responsibility will be assumed progressively on the date when this Agreement becomes effective or on such dates thereafter as may be agreed upon between the parties hereto. U.N.R.R.A.'s duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories whom U.N.R.R.A. is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

/(c) The

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons coming within their terms of reference. References to U.N.R.R.A. and to U.N.R.R.A. personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon agreements made by them with U.N.R.R.A. and approved by the Commander-in-Chief. U.N.R.R.A. will be responsible for the proper documentation of voluntary agency personnel serving in the British Zone in accordance with this paragraph.

(d) The operation of an Archives Office including an Enquiry and Tracing Bureau, in connection with the Central Tracing Bureau for the whole of Germany.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) Where U.N.R.R.A. cannot provide such services it will notify the appropriate authorities accordingly in ample time for them to plan for the provision of the facilities needed to supplement those provided by U.N.R.R.A. (in accordance with paragraph 5(j) below).

(iii) The objective of U.N.R.R.A. will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of amenity supplies, equipment and facilities. (See paragraph 5(e) below.)

/(h) The

(h) The submission from time to time to authorities designed by the Commander-in-Chief of requirements for each assembly centre of supplies and requirements for which under 9(g) below U.N.R.R.A. is not called on to pay and which are needed to implement the procurement programme arrived at in accordance with 5(d)(ii) below; the giving of a receipt for such supplies; and the maintenance of adequate internal checks on their utilisation.

(j) The making of recommendations to the Commander-in-Chief for the return of displaced persons to their former homes, and negotiations with the Governments concerned with regard to their reception in countries of destination and transit through other countries en route.

(k) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(l) The provision of clothing and equipment to an approved scale for all U.N.R.R.A. personnel arriving in the British Zone.

(m) The provision so far as is practicable of any vehicles required for the performance of U.N.R.R.A.'s responsibilities under this Agreement and the maintenance of such vehicles.

5. RESPONSIBILITIES TO BE RETAINED BY COMMANDER-IN-CHIEF IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone without prejudice to U.N.R.R.A.'s direct responsibility for those matters set out in paragraph 4. above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, the appropriate authorities will consult with the assembly centre directors concerned, in particular when the displaced persons under their care may be subjected to search, arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, fuel, clothing, medical supplies

/and

and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by U.N.R.R.A. for displaced persons will be dealt with in two classes, as follows:

(i) Those held on the inventory as of the date when this Agreement becomes effective and then on hand at assembly centres will be turned over to U.N.R.R.A. on that date. The turnover will not, however, include military equipment of any British military unit, except such as may be specifically authorised by Commander-in-Chief. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.

(ii) Those subsequently required by U.N.R.R.A. for displaced persons. U.N.R.R.A. will calculate and put forward to appropriate authorities requirements estimates for such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by British military authorities; but U.N.R.R.A. may until 15th November, 1945 propose amendments to these estimates. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.

(e) Provision of amenity supplies, equipment and facilities ^{to the maximum extent} from German resources to supplement those provided by U.N.R.R.A.

(f) Transport facilities (including P.O.L.) for displaced persons and for U.N.R.R.A. supplies over and above those facilities which can be provided by U.N.R.R.A. from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by U.N.R.R.A. for displaced persons. The appropriate authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to U.N.R.R.A. and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons, as soon as

/practicable

practicable, both within the British Zone and outside.

(j) (i) Provision insofar as is practicable of medical, nursing and preventive services to supplement those provided by U.N.R.R.A.

(ii) Existing civil facilities, equipment and supplies will be made available to U.N.R.R.A. for furnishing such services for displaced persons.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR U.N.R.R.A. UNITS AND PERSONNEL BY COMMANDER-IN-CHIEF

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at U.N.R.R.A. Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the appropriate authorities as necessary for the discharge of U.N.R.R.A.'s responsibilities pending their substitution from U.N.R.R.A. resources.

(c) P.O.L. for vehicles held by U.N.R.R.A.

(d) Repair of vehicles held by U.N.R.R.A. and the replacement of parts and tyres. This responsibility will only be assumed provided that the military authorities are satisfied that vehicles held by U.N.R.R.A. are adequately maintained and driven.

(e) Facilities with appropriate priorities to ensure necessary movement of U.N.R.R.A. personnel.

(f) Provision of rations [excluding extras] on a normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities on an agreed scale, and the provision of laundry and boot repair facilities; [and the use of officers shops for approved personnel of officer status].

(h) Use of military welfare and recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens, according to their equivalent military rank.

(j) Use of the military system, including telephones, for U.N.R.R.A. official communications. Use of Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

/(k) Provision

(k) Provision when necessary of military medical facilities for U.N.R.R.A. personnel.

7. FILES AND RECORDS

As of the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to U.N.R.R.A. In addition, U.N.R.R.A. will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by U.N.R.R.A.

8. ALLIED LIAISON OFFICERS

(a) U.N.R.R.A. will allow liaison officers for repatriation accredited to Commander-in-Chief, access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by the Commander-in-Chief. U.N.R.R.A. will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.

(b) U.N.R.R.A. will work in close co-operation with Allied Liaison, H.Q. B.A.O.R. in connection with U.N.R.R.A.'s dealings with Allied nationals and the above Allied Liaison officers.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The appropriate authorities will make available to U.N.R.R.A. without charge all German currency which U.N.R.R.A. requires for payment of its personnel in Germany.]

(b) U.N.R.R.A. has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to U.N.R.R.A. employees, nor for any claim arising against U.N.R.R.A. or its employees or agents, except for cases in which British military authorities would be liable under existing regulations.

(d) Financial arrangements already made by U.N.R.R.A. whereby British Army pay officers will honour U.N.R.R.A. paybooks and will cash U.N.R.R.A. salary and expense cheques drawn upon banks specified, or to be specified by Commander-in-Chief, are continued in effect.

(e) U.N.R.R.A. personnel shall be subject to financial restrictions

/applicable

applicable to civilian personnel of the Control Commission for Germany (British Element).

(f) The appropriate authorities will maintain accounting records for all services rendered to U.N.R.R.A. and for all facilities, services, accommodation, supplies, and equipment turned over to U.N.R.R.A., except such indigenous items as the Commander-in-Chief determines should not be accounted for. U.N.R.R.A. will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by U.N.R.R.A. from the appropriate authorities.

(g) U.N.R.R.A. will not be called upon to pay for the supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. U.N.R.R.A. will reimburse the appropriate authorities for supplies and equipment furnished by them for maintenance of U.N.R.R.A. personnel and equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by U.N.R.R.A. or by other employers will be in accordance with Military Government directives and U.N.R.R.A. policies.

(c) In order that displaced persons employed by British authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of U.N.R.R.A., British authorities will give U.N.R.R.A. due notice of any expected turnover incident to the termination of their employment.

(d) U.N.R.R.A. will maintain records regarding the capabilities and availability for employment of individual displaced persons.

11. INTERPRETATION OF AGREEMENT

U.N.R.R.A. recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for

/U.N.R.R.A.

U.N.R.R.A. personnel rests with the Commander-in-Chief. The Commander-in-Chief, recognises the right of U.N.R.R.A. to withdraw from this Agreement if U.N.R.R.A. considers that the facilities, services and supplies made available by the military authorities are insufficient to enable U.N.R.R.A. effectively to discharge its obligations to its Member Governments. On the other hand, U.N.R.R.A. recognises the right of the Commander-in-Chief to withdraw from this Agreement if he considers that U.N.R.R.A. does not discharge its responsibilities under paragraph 4 in a manner consistent with his responsibility for overall supervision of all matters affecting displaced persons in the British Zone.

12. LEGAL STATUS OF U.N.R.R.A. PERSONNEL

Officials and other personnel of U.N.R.R.A., being nationals of any of the United Nations shall, in respect of offences committed by them in Germany, be entitled to the same privileges and be subject to the same liabilities as are British civilians under Military Government Ordinance No. 5. Legislation to give effect to this clause will be promulgated by Military Government.

13. REVIEW OF AGREEMENT

The provisions of this Agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

14. DATE WHEN EFFECTIVE

This Agreement will become effective as from 1st November, 1945.

Reference.....

Your Ref.....

22nd September 45

To: Mr. ^{Sudley} Ward
From: Linn C. Stephens

Re: Comparison of proposed agreements with
Couch-in-Chief, British Zone of Germany
Commanding Genl, USFET, Germany
(both attached)

→ Points so indicated
are probably the
important ones.

The significant differences appear to be:

1. More specific provisions for close military-UNRRA
liaison in British zone, including joint
Committees to Brit - Par. 3 - particularly 3(b)
operate at various Am. - Par. 4
levels.

- 2. UNRRA responsibility for DP Centres to
be progressive, and specifically limited
to "internal administration" in British zone,
and relatively more complete, and
distinct as to timing ^{of commencement} (1 Oct 45) in Am. zone.

Brit. { Par. 4 ~~4~~ - particularly 4(a) & (b)
Gen. 5 a.
Am. Par. 3 " 3(a)

3. UNRRA to control "the disposition of displaced
persons" in assembly centres in Am. zone;
and their "allocation ... within and between
assembly centres" in Brit. zone.

Brit: Par. 4(b)
Am. Par. 3(a)

(Please see, in this connection, item 5-over)

- 4. Approval by British Couch-in-Chief of required for
UNRRA - voluntary Society agreements in effect
after effective date of subject agreement (i.e. UNRRA with
military);
similar provision lacking in Am. agreement.

Brit: Par 4(c) last sentence
Am: Par 3(b) " "

(over)

5. Requirement in British zone of "making... recommendations to the military authorities for the return of displaced persons to their former homes", contrasting with provision in Am. Agreement for "initiating and coordinating with the military authorities... arrangements for the movement of displaced persons,..." (coordination or negotiation with Governments concerned being required in each case, of course.) Also, specific provision (para 5(b)) for "executive action" by Brit. military re DP "movements" in connection with repatriation. Brit: 4(k); 5(b) Am: 3(f)

6. Brit. requirement, absent in Am. Agreement, for UNRRA provision to its employees of specified equipment Brit 4(k)

→ 7. American inclusion of "physical facilities and installations" among supplies to be turned over or furnished later to UNRRA (Para. 5(b)) is lacking in Brit supplies provision (Para. 5(d)).

8. Am. agreement provides that UNRRA will furnish medical and related services to DP's "where necessary and practical" (para. 4(e)(i)) and that the military will supplement "to the extent necessary" (para. 6(d)); whereas Brit. agreement provides that Brit military will supplement such UNRRA services to DP's "insofar as practicable" (para. 5j) - probably not a great difference, since USFET will be similarly limited by its resources.

Reference _____

Your Ref. _____

-3-

9. Brit provision (Par. 6(g)) for basic
censorship of personal mail of UNRRA
employees, lacking in Am. agreement.

10. Brit. agreement (par 10(d)), but not
the Am. requires UNRRA to maintain
data on employment skills of DP's.

11. Am. agreement (par 12(a)), but not
the Brit. provides that the military
will arrange German payment for
services of DP's employed in assembly
centres.

→ 12. Brit agreement (par. 11), but not
the Am. contains provision resting
ultimate decision on supplies with
the military commander but ~~authorizing~~
^{recognizing right of} UNRRA to ~~withdraw~~
if ^{military} supplies are inadequate.

Sam C. Stephens
22nd Sept 45

Note: Mr. Robertson, on his transmittal
note, enquires whether you
desire distribution of the British
agreement draft.

Scs

2

OUTGOING CABLE

A

Originator: D.Ward

LONDON.....to.....WASHINGTON

No.3958

D: 3.45 p.m. 18th Sept.1945

EN CLAIR

1. Discussion in the British Zone about new Agreement for displaced persons operations resulted in provisional agreement on a revised draft. The military undertook to obtain comments and if possible clearance from other military branches and our representatives to submit for approval in London. Our representatives will return to Germany for meeting on Thursday to discuss further revisions (if any) necessitated by comments of other military branches.

2. We agree with revised draft subject to inclusion of words "stateless persons and" in paragraph 2(c) and subject to deletion of word "educational" in paragraph 4(g).

3. Text of revised draft is as follows:

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE DIRECTOR GENERAL, U.N.R.R.A. AND OF THE COMMANDER-IN-CHIEF, BRITISH ZONE OF GERMANY.

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "U.N.R.R.A.") and the Commander-in-Chief, British Zone of Germany (hereinafter referred to as "the Commander-in-Chief") are hereby agreed as follows:

1. OBJECT

The object of this Agreement is to state the relationship and respective responsibilities of U.N.R.R.A. and the Commander-in-Chief, in the care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the British Zone of Germany. It supersedes, with respect to the British Zone, the agreement between U.N.R.R.A. and the Supreme Commander, Allied Expeditionary Force, dated 25th November, 1944, which has been continued in-effect from the time of dissolution of Supreme Headquarters. The purpose of that agreement was to facilitate the assumption by U.N.R.R.A. after the surrender of Germany of responsibility for displaced persons in S.H.A.E.F. areas. To the extent hereinafter indicated, this responsibility is hereby assumed by U.N.R.R.A. with respect to the British Zone. Nothing in this Agreement shall be interpreted to derogate or detract from or limit the powers of the Commander-in-Chief.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom U.N.R.R.A. agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the U.S.S.R.);
- (b) Italian nationals;
- (c) Persons of undetermined nationality;
- (d) Enemy and ex-enemy nationals 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;

/e.

- (c) Any persons or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. U.N.R.R.A. ORGANISATION

(a) U.N.R.R.A. will maintain a Zone Headquarters, at Headquarters British Army of the Rhine, with subordinate headquarters at Corps Districts and such lower levels as may be considered necessary by the military authorities and U.N.R.R.A. jointly.

(b) The respective military and U.N.R.R.A. Headquarters will operate in close liaison at each level and establish joint committees to co-ordinate operations in connection with their separate responsibilities.

4. RESPONSIBILITIES OF U.N.R.R.A.

As of the date when this Agreement becomes effective, U.N.R.R.A. subject to the Laws, General Orders and Instructions of the Commander-in-Chief and to the Resolutions of the U.N.R.R.A. Council, will assume responsibility for functions relating to the care, maintenance, rehabilitation and disposition of displaced persons with the British Zone, including the following:

(a) Command and control of all U.N.R.R.A. units and personnel operating in the British Zone, and also of units and personnel of such voluntary agencies as may be operating under the co-ordination of U.N.R.R.A. in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (which are hereinafter collectively referred to as "assembly centres".) This responsibility will be assumed progressively on the date when this Agreement becomes effective or on such dates thereafter as may be agreed upon between the parties hereto. U.N.R.R.A.'s duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories whom U.N.R.R.A. is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons coming within their terms of reference. References to U.N.R.R.A. and to U.N.R.R.A. personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon agreements made by them with U.N.R.R.A. and approved by the Commander-in-Chief.

(d) The operative of an Archives Office including and Enquiry and Tracing Bureau.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) By arrangement with the appropriate military authorities, existing civil facilities, equipment and supplies will be available to U.N.R.R.A. for furnishing such services for displaced persons.

(iii) Where U.N.R.R.A. cannot provide such services it will notify the appropriate military authorities accordingly in ample time for them to plan for the provision of the facilities and personnel needed to supplement those provided by U.N.R.R.A. (in accordance with paragraph 6(d) below.)

(iv) The objective of U.N.R.R.A. will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of educational, recreational and welfare supplies, equipment and facilities over and above those obtained from military or German resources (see paragraph 5(e) below).

(h) The making of recommendations to the military authorities for the return of displaced persons to their former homes, and negotiations with the Governments concerned with regard to their reception in countries of destination and transit (if any) through other countries en route.

(i) U.N.R.R.A. will consult with the appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(k) The provision of equipment (up to the standard set out in Field Service Scale 3 (of the military clothing regulations) for all U.N.R.R.A. personnel arriving in the British Zone.

5. RESPONSIBILITIES TO BE RETAINED BY COMMANDER-IN-CHIEF IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons without prejudice to U.N.R.R.A.'s direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, Commander-in-Chief will consult with the assembly centre Directors concerned in particular when the displaced persons under their care may be subjected to search arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, fuel, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by

/U.N.R.R.A.

U.N.R.R.A. will be dealt with in two classes, as follows:

- (i) Those held in the military inventory as of the date when this Agreement becomes effective and then on hand at assembly centres will be turned over to U.N.R.R.A. on that date. The turnover will not, however, include military equipment of any British military unit, except such as may be specifically authorised by Commander-in-Chief. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.
- (ii) Those subsequently required by U.N.R.R.A. for displaced persons. U.N.R.R.A. will calculate and put forward to military authorities requirements estimates for such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Such estimates will be accepted and implemented by the military authorities subject only to such priorities as may be determined by them to be over-riding. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by British military authorities; but U.N.R.R.A. may until 15th November, 1945 propose amendments to these estimates. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.
- (c) Provision of educational, recreational and welfare supplies, equipment and facilities to the maximum extent from general resources, or subject to special arrangement from British military sources.
- (f) Transport facilities (including P.O.L.) for displaced persons and for U.N.R.R.A. supplies over and above those which can be provided by U.N.R.R.A. from their own resources.
- (g) Accommodation for displaced persons and accommodation for supplies and equipment provided by U.N.R.R.A. for displaced persons. British military authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary in which event reasonable notice will be given to U.N.R.R.A. and suitable alternative accommodation provided.
- (h) Provision of postal service for displaced persons, as soon as practicable, both within the British Zone and outside.
- (j) Provision insofar as practicable of medical, nursing and preventive services to supplement those provided by U.N.R.R.A.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR U.N.R.R.A. UNITS AND PERSONNEL BY COMMANDER-IN-CHIEF.

- (a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at U.N.R.R.A. Zone Headquarters and lower levels together with the necessary works services.
- (b) Provision of such vehicles as are considered by the military authorities as necessary for the discharge of U.N.R.R.A.'s responsibilities pending their substitution from U.N.R.R.A. resources.
- (c) P.O.L. for vehicles held by U.N.R.R.A.
- (d) Maintenance of vehicles held by U.N.R.R.A. and the replacement of parts and tyres. This responsibility will only be assumed provided that the military authorities are satisfied that vehicles held by U.N.R.R.A.

are adequately maintained and driven.

(e) Facilities with appropriate priorities to ensure necessary movement of U.N.R.R.A. personnel.

(f) Provision of rations on a normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessaries, and the provision of laundry facilities; and the use of officers shops for approved personnel of officer status.

(h) Use of military welfare and recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens.

(j) Use of the military system including telephones for U.N.R.R.A. official communications. Use of Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for U.N.R.R.A. personnel.

7. FILES AND RECORDS

As of the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to U.N.R.R.A. In addition, U.N.R.R.A. will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by U.N.R.R.A.

8. ALLIED LIAISON OFFICERS

U.N.R.R.A. will allow Liaison officers for repatriation accredited to the British Zone, access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by the Commander-in-Chief. U.N.R.R.A. will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The military authorities will make available to U.N.R.R.A. without charge all German currency which U.N.R.R.A. requires for its expenditure in the British Zone of Germany in implementation of this Agreement.

(b) U.N.R.R.A. has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to U.N.R.R.A. employees, nor for any claim arising against U.N.R.R.A. or its employees or agents, except for cases in which military authorities would be liable under existing regulations.

(d) Financial arrangements already made by U.N.R.R.A. whereby British Army finance officers will honour U.N.R.R.A. paybooks and will cash U.N.R.R.A. salary and expense cheques drawn upon banks specified, or to be specified by Fiscal Director, British Army, are continued in effect.

(e) U.N.R.R.A. personnel shall be subject to financial restrictions applicable to civilian personnel of the army.

(f) British military authorities will maintain accounting records for all services rendered to U.N.R.R.A. and for all facilities, services, accommodation, supplies and equipment turned over to U.N.R.R.A., except such indigenous military Government items as the Commander-in-Chief determines should not be carried on British Army accounting records. U.N.R.R.A. will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by U.N.R.R.A. from British military authorities.

(g) U.N.R.R.A. will not be called upon to pay for the basic supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. U.N.R.R.A. will reimburse the military authorities for any supplementary amenity supplies which the military may procure on U.N.R.R.A.'s behalf and for supplies and equipment furnished by the military for maintenance of U.N.R.R.A. personnel and equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with Army directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by U.N.R.R.A. or by civilian employers will be in accordance with Military Government directives and U.N.R.R.A. policies.

(c) In order that displaced persons employed by British military authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of U.N.R.R.A., British military authorities will give U.N.R.R.A. due notice of any expected turnover incident to the termination of their employment by the military forces.

(d) U.N.R.R.A. will maintain records regarding the capabilities and availability for employment of individual displaced persons.

11. INTERPRETATION OF AGREEMENT

U.N.R.R.A. recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for U.N.R.R.A. personnel rests with the Commander-in-Chief. The Commander-in-Chief on the other hand, recognises the right of U.N.R.R.A. to withdraw from this Agreement if U.N.R.R.A. considers that the facilities, services and supplies made available by the military authorities are insufficient to enable U.N.R.R.A. effectively to discharge its obligations to its Member Governments.

12. REVIEW OF AGREEMENT

The provisions of this Agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

13. DATE WHEN EFFECTIVE

This Agreement will become effective as from 1st November, 1945.

2625/10/26 (File)
Reference.....

To : Acting Deputy Director General, Relief Services
From : Chief of Austrian Section

Comments on Mr. H.A. Robertson's analysis of Interim
Agreement for Displaced Persons Operations in British Zone,
Austria.

Mr. Robertson's comments were cleared with the Department of Relief Services staff. > There was agreement that the differences would not constitute any serious handicap to the operations in the interim period, assuming that a new agreement would shortly be drawn up.

It was agreed, however, that even an Interim Agreement should have included care of "friendly enemy" displaced persons.

W. Mathias

17th September 1945

SAM/mcl

Mr Mathiason:

*Please clear with staff in
Dept. of Relief Services and let me
have comments.*

Mr Mathiason

TO: MISS GIBBONS
MR. FEONOV
COLONEL WHITELEY
MR. WARD
MR. HERBERT
M. MORHANGE
COLONEL LEAVELL
MR. VAN HYNING
MR. SCHAAF
AIR COMMODORE WARBURTON
COLONEL GAIN
MR. MATHIASON
FROM: A.H. ROBERTSON

Interim Agreement for Displaced Persons Operations in British
Zone, Austria

I attach a copy of the Interim Agreement between the
Commander in Chief, British Troops, Austria, and U.N.R.R.A.

Commander Jackson has instructed me to let him have
the comments on this agreement of the members of the E.R.O.
concerned.

The document is based generally on the U.N.R.R.A./S.C.A.E.F.
Agreement of 25th November, 1944. The following are the principal
differences in the new agreement, when compared with the
U.N.R.R.A./S.C.A.E.F. Agreement.

Article 2(a) omits registration and movement of displaced persons
from the tasks, in which U.N.R.R.A. will assist,
but includes repatriation. Further, it includes
stateless persons as well as United Nations
nationals, but does not include "friendly enemy"
displaced persons.

Article 3(d) stipulates that the facilities to be provided to
U.N.R.R.A. by the military will include A.P.O.,
N.A.A.F.I., rations, accommodation, P.O.L., repair
and maintenance of vehicles. In the arrangements
with S.H.A.E.F. these facilities were provided for
in a separate Administrative Memorandum.

Article 3(e) provides that the military will loan U.N.R.R.A.
"such essential mechanical transport as is
necessary for the conduct of their operations
until their own transport has arrived." This
is quite new.

Article 3(f) provides that during the military period U.N.R.R.A.
is not responsible for the provision of supplies
for displaced persons but may be able to furnish
supplementary welfare supplies. This is new in the
Agreement but only repeats what has already happened
in fact under the S.H.A.E.F. arrangements.

My principal comment on this document is that in a number of
respects it is less favourable to U.N.R.R.A. than the Order of the
Second Corps, U.S. Army, dated 29th June, which Mr. Sulzberger
negotiated. This Order provides for a greater degree of
administrative responsibility for U.N.R.R.A. than the new
Agreement with the British Army. On the other hand, this latter
document contains the valuable provision about the loan of
vehicles, which did not appear in the American Order.

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There may be reasons with which I am not familiar why Major Chapman took the U.N.R.R.A./S.C.A.E.F. Agreement as the basis for his negotiations, instead of the American Second Corps Order, as I understood he was going to do. In any event, his action is consistent with that of Mr. Myer Cohen in the American Zone of Austria, where the U.N.R.R.A./S.C.A.E.F. Agreement and subsequent Administrative Memoranda are to be extended as an interim arrangement, subsequent to the dissolution of the American Second Corps.

Generally speaking, therefore, the Agreement negotiated by Major Chapman, while far from ideal from U.N.R.R.A.'s point of view, seems adequate as an interim working arrangement.

✓ If any members of E.R.O. have further comments on this Agreement, or wish to discuss it, I should be grateful if they would let me know before Friday, September 14th.

Atkinson

10th September, 1945.

Interim Agreement Between Commander in Chief British
Troops in Austria and the United Nations Relief and
Rehabilitation Administration

1. This agreement has for its object the facilitation of the assumption by the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") of those responsibilities with which it may be charged in connection with Displaced Persons in the British Zone in Austria and to ensure a continuous uniformity of policy in the military and post military periods.
2. The Commander in Chief British Troops in Austria (hereinafter referred to as C-in-C B.T.A.) is satisfied that
 - (a) Assistance from UNRRA is desirable in the maintenance of health, welfare and administration of the nationals of the United Nations and stateless persons displaced in the British Zone in Austria and in the repatriation of nationals of the United Nations.
 - (b) It is desirable that UNRRA in agreement with C-in-C. B.T.A. and the Allied National authorities concerned, undertake specific tasks relating to the foregoing matters.
 - (c) Subject to certain exceptions UNRRA is not authorised to assist or furnish aid to the nationals of enemy or ex-enemy nations.
 - (d) UNRRA for its part desires and intends to render such assistance subject to C-in-C. B.T.A.'s. military requirements and to the available means and resources in the British Zone in Austria.
3. So far as military conditions permit C-in-C. B.T.A. and UNRRA will cooperate in planning and operation for the matters referred to in para 2 hereof. It is agreed that the following specific measures shall be taken.
 - (a) Subject to the approval by C-in-C. B.T.A., UNRRA Liaison Officers with any staff agreed necessary shall be attached or assigned to the appropriate Branch of the Staff at HQ B.T.A. or to such other military formations as may be

/decided

decided upon to assist in coordination of planning and subsequent operations. These Liaison Officers shall be authorised, so far as is consistent with military security, to report on UNRRA matters as they may be instructed by the Chief UNRRA Officers, provided these reports are submitted through military channels.

- (b) In order to facilitate the transfer to UNRRA of such functions as the Allied National Authorities concerned may desire, UNRRA will provide such personnel as may be agreed with C-in-C. B.T.A. for the purpose of planning and assisting the Military Authorities in carrying out such operations with respect to the matters referred to in para 2 hereof as may be undertaken by them. Such personnel will be furnished either as individuals or in the form of detachments and will be under orders of C-in-C. B.T.A.
- (c) If C-in-C. B.T.A. desires to deal with one civilian agency in connection with Displaced Persons operations in the British Zone in Austria, UNRRA will coordinate and supervise the activities of non governmental agencies (other than indigenous) engaged upon such work provided that no further arrangements are made with such agencies without prior consultation with UNRRA.
- (d) UNRRA personnel engaged upon field Service will wear a prescribed uniform and will be provided with identification as persons accompanying the armed forces. Separate agreements shall regulate the conditions of service of such personnel and the provision of military facilities to them and to UNRRA generally. These facilities will include the use of the Army Postal Services and NAAFI. The provision of rations and accommodation for UNRRA personnel and the provision of P.O.L. and the repair and maintenance of UNRRA vehicles will be a military responsibility.
- (e) C-in-C. B.T.A. agrees to loan UNRRA personnel operating in the British Zone in Austria such essential mechanical transport as is necessary for the conduct of their operations until their own UNRRA transport has arrived.
- (f) During the military period, UNRRA is not responsible for the

/provision

provision of supplies for Displaced Persons. If adequate shipping and transportation is made available, UNRRA may be able to supply accessory items such as additional clothes, tools, welfare and canteen supplies, etc.

R.L. McCREERY

Lt-General,
C-in-C, British Troops in Austria.

C.D. CHAPMAN

for Director General,
United Nations Relief and
Rehabilitation Administration.

NOTHING TO BE WRITTEN IN THIS MARGIN.

Registry
No.

DP 106
A 48/10/X

Draft.

Telegram.

to Washington

ENJOY

No. 3958

17.9.45

En clair

18 SEP 1945

Attn: Burton

Just
circular

Originated: D. Wood.

A 48/10/X.

Despatched 3-45/18 M.

1. Discussion in the British Zone about new Agreement for displaced persons operations resulted in provisional Agreement on a revised draft. The military undertook to obtain comments and if possible clearance from other military branches and our representatives to submit for approval in London. Our representatives will return to Germany for meeting on Thursday to discuss further revisions (if any) necessitated by comments of other military branches.

2. We agree with revised draft subject to inclusion of words "stateless persons and" in paragraph 2(c) and subject to deletion of word "educational" in paragraph 4(g).

3. Text of revised draft is as follows:

Begins (P.T.O.)

OUT FILE

OUTGOING CABLE

A

Originator: D.Ward

LONDON.....to.....WASHINGTON

No.3958

EN CLAIR

D: 3.45 p.m. 18th Sept.1945

1. Discussion in the British Zone about new Agreement for displaced persons operations resulted in provisional agreement on a revised draft. The military undertook to obtain comments and if possible clearance from other military branches and our representatives to submit for approval in London. Our representatives will return to Germany for meeting on Thursday to discuss further revisions (if any) necessitated by comments of other military branches.

2. We agree with revised draft subject to inclusion of words "stateless persons and" in paragraph 2(c) and subject to deletion of word "educational" in paragraph 4(g).

3. Text of revised draft is as follows:

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE DIRECTOR GENERAL, U.N.R.R.A. AND OF THE COMMANDER-IN-CHIEF, BRITISH ZONE OF GERMANY.

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "U.N.R.R.A.") and the Commander-in-Chief, British Zone of Germany (hereinafter referred to as "the Commander-in-Chief") are hereby agreed as follows:

1. OBJECT

The object of this Agreement is to state the relationship and respective responsibilities of U.N.R.R.A. and the Commander-in-Chief, in the care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the British Zone of Germany. It supersedes, with respect to the British Zone, the agreement between U.N.R.R.A. and the Supreme Commander, Allied Expeditionary Force, dated 25th November, 1944, which has been continued in effect from the time of dissolution of Supreme Headquarters. The purpose of that agreement was to facilitate the assumption by U.N.R.R.A. after the surrender of Germany of responsibility for displaced persons in S.H.A.E.F. areas. To the extent hereinafter indicated, this responsibility is hereby assumed by U.N.R.R.A. with respect to the British Zone. Nothing in this Agreement shall be interpreted to derogate or detract from or limit the powers of the Commander-in-Chief.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom U.N.R.R.A. agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the U.S.S.R.);
- (b) Italian nationals;
- (c) Persons of undetermined nationality;
- (d) Enemy and ex-enemy nationals 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;

/o.

- (c) Any persons or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. U.N.R.R.A. ORGANISATION

(a) U.N.R.R.A. will maintain a Zone Headquarters, at Headquarters British Army of the Rhine, with subordinate headquarters at Corps Districts and such lower levels as may be considered necessary by the military authorities and U.N.R.R.A. jointly.

(b) The respective military and U.N.R.R.A. Headquarters will operate in close liaison at each level and establish joint committees to co-ordinate operations in connection with their separate responsibilities.

4. RESPONSIBILITIES OF U.N.R.R.A.

As of the date when this Agreement becomes effective, U.N.R.R.A. subject to the Laws, General Orders and Instructions of the Commander-in-Chief and to the Resolutions of the U.N.R.R.A. Council, will assume responsibility for functions relating to the care, maintenance, rehabilitation and disposition of displaced persons with the British Zone, including the following:

(a) Command and control of all U.N.R.R.A. units and personnel operating in the British Zone, and also of units and personnel of such voluntary agencies as may be operating under the co-ordination of U.N.R.R.A. in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (which are hereinafter collectively referred to as "assembly centres".) This responsibility will be assumed progressively on the date when this Agreement becomes effective or on such dates thereafter as may be agreed upon between the parties hereto. U.N.R.R.A.'s duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories whom U.N.R.R.A. is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons coming within their terms of reference. References to U.N.R.R.A. and to U.N.R.R.A. personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon agreements made by them with U.N.R.R.A. and approved by the Commander-in-Chief.

(d) The operative of an Archives Office including and Enquiry and Tracing Bureau.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) By arrangement with the appropriate military authorities, existing civil facilities, equipment and supplies will be available to U.N.R.R.A. for furnishing such services for displaced persons.

(iii) Where U.N.R.R.A. cannot provide such services it will notify the appropriate military authorities accordingly in ample time for them to plan for the provision of the facilities and personnel needed to supplement those provided by U.N.R.R.A. (in accordance with paragraph 6(d) below.)

(iv) The objective of U.N.R.R.A. will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of educational, recreational and welfare supplies, equipment and facilities over and above those obtained from military or German resources (see paragraph 5(e) below).

(h) The making of recommendations to the military authorities for the return of displaced persons to their former homes, and negotiations with the Governments concerned with regard to their reception in countries of destination and transit (if any) through other countries en route.

(i) U.N.R.R.A. will consult with the appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(k) The provision of equipment (up to the standard set out in Field Service Scale 3 (of the military clothing regulations) for all U.N.R.R.A. personnel arriving in the British Zone.

5. RESPONSIBILITIES TO BE RETAINED BY COMMANDER-IN-CHIEF IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons without prejudice to U.N.R.R.A.'s direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, Commander-in-Chief will consult with the assembly centre Directors concerned in particular when the displaced persons under their care may be subjected to search arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, fuel, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by

/U.N.R.R.A.

4
U.N.R.R.A. will be dealt with in two classes, as follows:

- (i) Those held in the military inventory as of the date when this Agreement becomes effective and then on hand at assembly centres will be turned over to U.N.R.R.A. on that date. The turnover will not, however, include military equipment of any British military unit, except such as may be specifically authorised by Commander-in-Chief. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.
- (ii) Those subsequently required by U.N.R.R.A. for displaced persons. U.N.R.R.A. will calculate and put forward to military authorities requirements estimates for such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Such estimates will be accepted and implemented by the military authorities subject only to such priorities as may be determined by them to be over-riding. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by British military authorities; but U.N.R.R.A. may until 15th November, 1945 propose amendments to these estimates. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.
- (e) Provision of educational, recreational and welfare supplies, equipment and facilities to the maximum extent from general resources, or subject to special arrangement from British military sources.
- (f) Transport facilities (including P.O.L.) for displaced persons and for U.N.R.R.A. supplies over and above those which can be provided by U.N.R.R.A. from their own resources.
- (g) Accommodation for displaced persons and accommodation for supplies and equipment provided by U.N.R.R.A. for displaced persons. British military authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary in which event reasonable notice will be given to U.N.R.R.A. and suitable alternative accommodation provided.
- (h) Provision of postal service for displaced persons, as soon as practicable, both within the British Zone and outside.
- (j) Provision insofar as practicable of medical, nursing and preventive services to supplement those provided by U.N.R.R.A.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR U.N.R.R.A. UNITS AND PERSONNEL BY COMMANDER-IN-CHIEF.

- (a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at U.N.R.R.A. Zone Headquarters and lower levels together with the necessary works services.
- (b) Provision of such vehicles as are considered by the military authorities as necessary for the discharge of U.N.R.R.A.'s responsibilities pending their substitution from U.N.R.R.A. resources.
- (c) P.O.L. for vehicles held by U.N.R.R.A.
- (d) Maintenance of vehicles held by U.N.R.R.A. and the replacement of parts and tyres. This responsibility will only be assumed provided that the military authorities are satisfied that vehicles held by U.N.R.R.A.

/are

are adequately maintained and driven.

(e) Facilities with appropriate priorities to ensure necessary movement of U.N.R.R.A. personnel.

(f) Provision of rations on a normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities, and the provision of laundry facilities; and the use of officers shops for approved personnel of officer status.

(h) Use of military welfare and recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens.

(j) Use of the military system including telephones for U.N.R.R.A. official communications. Use of Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for U.N.R.R.A. personnel.

7. FILES AND RECORDS

As of the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to U.N.R.R.A. In addition, U.N.R.R.A. will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by U.N.R.R.A.

8. ALLIED LIAISON OFFICERS

U.N.R.R.A. will allow Liaison officers for repatriation accredited to the British Zone, access to assembly centres in which their nationals are living, in order to carry out their functions as laid down by the Commander-in-Chief. U.N.R.R.A. will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The military authorities will make available to U.N.R.R.A. without charge all German currency which U.N.R.R.A. requires for its expenditure in the British Zone of Germany in implementation of this Agreement.

(b) U.N.R.R.A. has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to U.N.R.R.A. employees, nor for any claim arising against U.N.R.R.A. or its employees or agents, except for cases in which military authorities would be liable under existing regulations.

(d) Financial arrangements already made by U.N.R.R.A. whereby British Army finance officers will honour U.N.R.R.A. paybooks and will cash U.N.R.R.A. salary and expense cheques drawn upon banks specified, or to be specified by Fiscal Director, British Army, are continued in effect.

(e) U.N.R.R.A. personnel shall be subject to financial restrictions applicable to civilian personnel of the army.

(f) British military authorities will maintain accounting records for all services rendered to U.N.R.R.A. and for all facilities, services, accommodation, supplies and equipment turned over to U.N.R.R.A., except such indigenous military Government items as the Commander-in-Chief determines should not be carried on British Army accounting records. U.N.R.R.A. will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by U.N.R.R.A. from British military authorities.

(g) U.N.R.R.A. will not be called upon to pay for the basic supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. U.N.R.R.A. will reimburse the military authorities for any supplementary amenity supplies which the military may procure on U.N.R.R.A.'s behalf and for supplies and equipment furnished by the military for maintenance of U.N.R.R.A. personnel and equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with Army directives.

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by U.N.R.R.A. or by civilian employers will be in accordance with Military Government directives and U.N.R.R.A. policies.

(c) In order that displaced persons employed by British military authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of U.N.R.R.A., British military authorities will give U.N.R.R.A. due notice of any expected turnover incident to the termination of their employment by the military forces.

(d) U.N.R.R.A. will maintain records regarding the capabilities and availability for employment of individual displaced persons.

11. INTERPRETATION OF AGREEMENT

U.N.R.R.A. recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for U.N.R.R.A. personnel rests with the Commander-in-Chief. The Commander-in-Chief on the other hand, recognises the right of U.N.R.R.A. to withdraw from this Agreement if U.N.R.R.A. considers that the facilities, services and supplies made available by the military authorities are insufficient to enable U.N.R.R.A. effectively to discharge its obligations to its Member Governments.

12. REVIEW OF AGREEMENT

The provisions of this Agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

13. DATE WHEN EFFECTIVE

This Agreement will become effective as from 1st November, 1945.

15th September, 1945.

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE DIRECTOR GENERAL, U.N.R.R.A.
AND OF THE COMMANDER-IN-CHIEF, BRITISH ZONE OF GERMANY.

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "U.N.R.R.A.") and the Commander-in-Chief, British Zone of Germany (hereinafter referred to as "the Commander-in-Chief") are hereby agreed as follows:

1. OBJECT

The object of this Agreement is to state the relationship and respective responsibilities of U.N.R.R.A. and the Commander-in-Chief, in the care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the British Zone of Germany. It supersedes, with respect to the British Zone, the agreement between U.N.R.R.A. and the Supreme Commander, Allied Expeditionary Force, dated 25th November, 1944, which has been continued in effect from the time of dissolution of Supreme Headquarters. The purpose of that agreement was to facilitate the assumption by U.N.R.R.A. after the surrender of Germany of responsibility for displaced persons in S.H.A.E.F. areas. To the extent hereinafter indicated, this responsibility is hereby assumed by U.N.R.R.A. with respect to the British Zone. Nothing in this Agreement shall be interpreted to derogate or detract from or limit the powers of the Commander-in-Chief.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom U.N.R.R.A. agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the U.S.S.R.);
- (b) Italian nationals;
- (c) Persons of undetermined nationality;
- (d) Enemy and ex-enemy nationals 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;
- (e) Any persons or groups of persons to whom the provisions hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced /persons".

persons".

3. U.N.R.R.A. ORGANISATION

at Headquarters

(a) U.N.R.R.A. will maintain a Zone Headquarters, /British Army of the Rhine, with subordinate headquarters at Corps Districts and such lower levels as may be considered necessary by the military authorities and U.N.R.R.A. jointly.

(b) The respective military and U.N.R.R.A. Headquarters will operate in close liaison at each level and establish joint committees to co-ordinate operations in connection with their separate responsibilities.

4. RESPONSIBILITIES OF U.N.R.R.A.

As of the date when this Agreement becomes effective, U.N.R.R.A., subject to the Laws, General Orders and Instructions of the Commander-in-Chief and to the Resolutions of the U.N.R.R.A. Council, will assume responsibility for functions relating to the care, maintenance, rehabilitation and disposition of displaced persons with the British Zone, including the following:

(a) Command and control of all U.N.R.R.A. units and personnel operating in the British Zone, and also of units and personnel of such voluntary agencies as may be operating under the co-ordination of U.N.R.R.A. in accordance with paragraph 4(c) below.

(b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto.

This responsibility will be assumed progressively on the date when this Agreement becomes effective or on such dates thereafter as may be agreed upon between the parties hereto. U.N.R.R.A.'s duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories whom U.N.R.R.A. is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between assembly centres.

(c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of

/other

other responsibilities relating to displaced persons coming within their terms of reference. References to U.N.R.R.A. and to U.N.R.R.A. personnel in this Agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on which this Agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone/will be dependent upon agreements made by them with U.N.R.R.A. and approved by the Commander-in-Chief.

(d) The operative of an Archives Office including an Enquiry and Tracing Bureau.

(e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(f) (i) The provision of such medical, nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.

(ii) By arrangement with the appropriate military authorities, existing civil facilities, equipment and supplies will be available to U.N.R.R.A. for furnishing such services for displaced persons.

(iii) Where U.N.R.R.A. cannot provide such services it will notify the appropriate military authorities accordingly in ample time for them to plan for the provision of the facilities and personnel needed to supplement those provided by U.N.R.R.A. (in accordance with paragraph 6(d) below).

(iv) The objective of U.N.R.R.A. will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May, 1945).

(g) The provision of educational, recreational and welfare supplies, equipment and facilities over and above those obtained from military or German resources (see paragraph 5(e) below).

(h) The making of recommendations to the military authorities for the return of displaced persons to their former homes, and negotiations with the

/Governments

Governments concerned with regard to their reception in countries of destination and transit (if any) through other countries en route.

(j) U.N.R.R.A. will consult with the appropriate agencies in connection with plans for the resettlement of displaced persons under its care.

(k) The provision of equipment (up to the standard set out in) Field Service Scale 3 (of the military clothing regulations) for all U.N.R.R.A. personnel arriving in the British Zone.

5. RESPONSIBILITIES TO BE RETAINED BY COMMANDER-IN-CHIEF IN REGARD TO DISPLACED PERSONS

(a) Responsibility for overall supervision of all matters affecting displaced persons without prejudice to U.N.R.R.A.'s direct responsibility for those matters set out in paragraph 4 above.

(b) Executive action in connection with the movement of displaced persons.

(c) The enforcement of law, order and security. In the execution of this responsibility within assembly centres, Commander-in-Chief will consult with the assembly centre directors concerned in particular when the displaced persons under their care may be subjected to search arrest and detention in custody.

(d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The term supplies and equipment will include food, fuel, clothing, medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by U.N.R.R.A. will be dealt with in two classes, as follows:

(i) Those held in the military inventory as of the date when this Agreement becomes effective and then on hand at assembly centres will be turned over to U.N.R.R.A. on that date. The turnover will not, however, include military equipment of any British military unit, except such as may be specifically authorised by Commander-in-Chief. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.

(ii) Those subsequently required by U.N.R.R.A. for displaced persons. U.N.R.R.A. will calculate and put forward to military authorities

/requirements

requirements estimates for such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Such estimates will be accepted and implemented by the military authorities subject only to such priorities as may be determined by them to be over-riding. Estimates for the quarter beginning 1st January, 1946, however, will be submitted by British military authorities; but U.N.R.R.A. may until 15th November, 1945 propose amendments to these estimates. Accounting for material turned over to U.N.R.R.A. will be in accordance with paragraph 9(f) below.

(e) Provision of educational, recreational and welfare supplies, equipment and facilities to the maximum extent from general resources, or subject to special arrangement from British military sources.

(f) Transport facilities (including P.O.L.) for displaced persons and for U.N.R.R.A. supplies over and above those which can be provided by U.N.R.R.A. from their own resources.

(g) Accommodation for displaced persons and accommodation for supplies and equipment provided by U.N.R.R.A. for displaced persons. British military authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary in which event reasonable notice will be given to U.N.R.R.A. and suitable alternative accommodation provided.

(h) Provision of postal service for displaced persons, as soon as practicable, both within the British Zone and outside.

(j) Provision insofar as practicable of medical, nursing and preventive services to supplement those provided by U.N.R.R.A.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR U.N.R.R.A. UNITS AND PERSONNEL BY COMMANDER-IN-CHIEF

(a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at U.N.R.R.A. Zone Headquarters and lower levels together with the necessary works services.

(b) Provision of such vehicles as are considered by the military authorities as necessary for the discharge of U.N.R.R.A.'s responsibilities pending their substitution from U.N.R.R.A. resources.

(c) P.O.L. for vehicles held by U.N.R.R.A.

(d) Maintenance of vehicles held by U.N.R.R.A. and the replacement of parts and tyres. This responsibility will only be assumed provided that the military authorities are satisfied that vehicles held by U.N.R.R.A. are adequately maintained and driven.

(e) Facilities with appropriate priorities to ensure necessary movement of U.N.R.R.A. personnel.

(f) Provision of rations on a normal military scale and use of military messes on the terms accorded to civilians serving with the military authorities.

(g) Replacement on repayment of personal equipment, clothing and necessities, and the provision of laundry facilities; and the use of officers shops for approved personnel of officer status.

(h) Use of military welfare and recreational facilities including N.A.A.F.I., E.N.S.A., and military clubs and canteens.

(j) Use of the military system including telephones for U.N.R.R.A. official communications. Use of Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.

(k) Provision when necessary of military medical facilities for U.N.R.R.A. personnel.

7. FILES AND RECORDS

As of the date when this Agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to U.N.R.R.A. In addition, U.N.R.R.A. will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by U.N.R.R.A.

8. ALLIED LIAISON OFFICERS

U.N.R.R.A. will allow liaison officers for repatriation accredited to the British Zone, access to assembly centres in which their nationals are living, in order to carry out their functions, as laid down by the Commander-in-Chief. U.N.R.R.A. will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

(a) The military authorities will make available to U.N.R.R.A. without
/charge

charge all German currency which U.N.R.R.A. requires for its expenditure in the British Zone of Germany in implementation of this Agreement.

(b) U.N.R.R.A. has full financial responsibility for the payment of all its personnel or employees.

(c) British military authorities assume no financial responsibility for risk, injuries, or death occurring to U.N.R.R.A. employees, nor for any claim arising against U.N.R.R.A. or its employees or agents, except for cases in which military authorities would be liable under existing regulations.

(d) Financial arrangements already made by U.N.R.R.A. whereby British Army finance officers will honour U.N.R.R.A. paybooks and will cash U.N.R.R.A. salary and expense cheques drawn upon banks specified, or to be specified by Fiscal Director, British Army, are continued in effect.

(e) U.N.R.R.A. personnel shall be subject to financial restrictions applicable to civilian personnel of the army.

(f) British military authorities will maintain accounting records for all services rendered to U.N.R.R.A. and for all facilities, services, accommodation, supplies, and equipment turned over to U.N.R.R.A., except such indigenous military Government items as the Commander-in-Chief determines should not be carried on British Army accounting records. U.N.R.R.A. will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by U.N.R.R.A. from British military authorities.

(g) U.N.R.R.A. will not be called upon to pay for the basic supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. U.N.R.R.A. will reimburse the military authorities for any supplementary amenity supplies which the military may procure on U.N.R.R.A.'s behalf and for supplies and equipment furnished by the military for maintenance of U.N.R.R.A. personnel and equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

(a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with Army directives.

/(b) Conditions

(b) Conditions of labour and methods of selection in connection with the employment of displaced persons by U.N.R.R.A. or by civilian employers will be in accordance with Military Government directives and U.N.R.R.A. policies.

(c) In order that displaced persons employed by British military authorities and maintained apart from assembly centres or other displaced persons establishments may not unexpectedly become a responsibility of U.N.R.R.A., British military authorities will give U.N.R.R.A. due notice of any expected turnover incident to the termination of their employment by the military forces.

(d) U.N.R.R.A. will maintain records regarding the capabilities and availability for employment of individual displaced persons.

11. INTERPRETATION OF AGREEMENT

U.N.R.R.A. recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for U.N.R.R.A. personnel rests with the Commander-in-Chief. The Commander-in-Chief, on the other hand, recognises the right of U.N.R.R.A. to withdraw from this Agreement if U.N.R.R.A. considers that the facilities, services and supplies made available by the military authorities are insufficient to enable U.N.R.R.A. effectively to discharge its obligations to its Member Governments.

12. REVIEW OF AGREEMENT

The provisions of this Agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

13. DATE WHEN EFFECTIVE

This Agreement will become effective as from 1st November, 1945.

~~Mr MacTavish~~
me

31st August, 1945.

To: General Counsel

From: Chief of Austrian Section, Division of Displaced Persons

Subject: Interim Agreement between Commander in Chief British Troops in Austria and the United Nations Relief and Rehabilitation Administration.

Attached find copy of Interim Agreement between the Commander in Chief British Troops in Austria and the United Nations Relief and Rehabilitation Administration, signed by General McCreery.

Major Chapman, who negotiated the Agreement, and brought it back to London, is in London for a day or two if you should want to consult him about the Agreement. Commander Jackson has a signed copy.

1 att:



Interim agreement between Commander in Chief British Troops
in Austria and the United Nations Relief and Rehabilitation Administration.

1. This agreement has for its object the facilitation of the assumption by the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") of those responsibilities with which it may be charged in connection with Displaced Persons in the British Zone in Austria and to ensure a continuous uniformity of policy in the military and post military periods.

2. The Commander in Chief British Troops in Austria (hereinafter referred to as C-in-C B.T.A.) is satisfied that

- (a) Assistance from UNRRA is desirable in the maintenance of health, welfare and administration of the nationals of the United Nations and stateless persons displaced in the British Zone in Austria and in the repatriation of nationals of the United Nations.
- (b) It is desirable that UNRRA in agreement with C-in-C B.T.A. and the Allied National authorities concerned, undertake specific tasks relating to foregoing matters.
- (c) Subject to certain exceptions UNRRA is not authorised to assist or furnish aid to the nationals of enemy or ex-enemy nations.
- (d) UNRRA for its part desires and intends to render such assistance subject to C-in-C B.T.A.'s military requirements and to the available means and resources in the British Zone in Austria.

3. So far as military conditions permit C-in-C B.T.A. and UNRRA will cooperate in planning and operation for the matters referred to in para 2 hereof. It is agreed that the following specific measures shall be taken.

- (a) Subject to the approval by C-in-C B.T.A, UNRRA Liaison Officers with any staff agreed necessary shall be attached or assigned to the appropriate Branch of the Staff at HQ B.T.A. or to such other military formations as may be decided upon to assist in coordination of planning and subsequent operations.

These Liaison Officers shall be authorised, so far as is consistent with military security, to report on UNRRA matters as they may be instructed by the Chief UNRRA Officers, provided these reports are submitted through military channels.

- (b) In order to facilitate the transfer to UNRRA of such functions, as the Allied National Authorities concerned may desire, UNRRA will provide such personnel as may be agreed with C-in-C B.T.A. for the purpose of planning and assisting the Military authorities, in carrying out such operations with respect to the matters referred to in para 2 hereof as may be undertaken by them. Such personnel will be furnished either as individuals or in the form of detachments and will be under orders of C-in-C B.T.A.
- (c) If C-in-C B.T.A. desires to deal with one civilian agency in connection with Displaced Persons operations in the British Zone in Austria, UNRRA will coordinate and supervise the activities of non governmental agencies (other than indigenous) engaged upon such work provided that no further arrangements are made with such agencies without prior consultation with UNRRA.
- (d) UNRRA personnel engaged upon field service will wear a prescribed uniform and will be provided with identification as persons accompanying the armed forces. Separate agreements shall regulate the conditions of service of such personnel and the provision of military facilities to them and to UNRRA generally. These facilities will include the use of the Army Postal Services and NAAFI. The provision of rations and accommodation for UNRRA personnel and the provision of P.O.L. and the repair and maintenance of UNRRA vehicles will be a military responsibility.
- (e) C-in-C B.T.A. agrees to loan UNRRA personnel operating in the British Zone in Austria such essential mechanical transport as is necessary for the conduct of their operations until their own UNRRA transport has arrived.
- (f) During the military period, UNRRA is not responsible for the provision of supplies for Displaced Persons. If adequate shipping and transportation is made available, UNRRA may be able

to supply accessory items such as additional clothes, tools, welfare and canteen supplies, etc.

SGD. R.L. MCCREEKY.

Lt.-General.

C-in-C, British Troops in Austria

SGD. C.D. CHAPMAN, MAJOR.

Director General.

United Nations Relief and

Rehabilitation Administration.

COPY

HEADQUARTERS
II CORPS, U.S. ARMY
OFFICE OF THE COMMANDING GENERAL

29 June 1945

SUBJECT: Use of UNRRA Personnel for Displaced Persons Operations in
U.S. Zone (Austria)

TO: Commanding General, 65th Infantry Division
101st Airborne Division
103rd Infantry Division

1. Policy

a. UNRRA has furnished a certain number of teams for work among United Nations Displaced Persons and Stateless Persons in Austria. It will ordinarily be the policy to use these teams in Assembly Centers whose population is, or is apt to become, of a long term character.

b. If, after the rapid evacuation of Displaced Persons, which is now going on has subsided, and it appears likely that there will be a need for more Assembly Centers of a semi-permanent nature than is now apparent, UNRRA is willing upon proper notice to furnish a limited number of further teams.

c. UNRRA, in order to prepare itself to take over such additional responsibilities in connection with the health, welfare and repatriation of United Nations Displaced Persons as it may be asked to and agrees to assume, will send in such administrative personnel to be attached at Regional and Gau levels as may appear necessary. This personnel will be furnished transportation where necessary to perform their duties.

2. Command and Control

a. All UNRRA personnel will be subject to command and control by the appropriate military authorities. Where possible, in enforcing such command and control UNRRA administrative channels will be used.

b. UNRRA personnel presently attached to specific Assembly Centers will not be redeployed without referring to Headquarters Regional Military Government and the Chief UNRRA representative for Austria.

c. All requests for additional UNRRA personnel will be made to Headquarters Regional Military Government which after consultation with Chief UNRRA representative for Austria will call them forward under competent orders.

3. Status

a. UNRRA personnel within Austria will be entitled to use of facilities as Army Postal Services, PX, QM stores and messes. In all matters relating to accommodation, rations, medical, dental and hospital services and transport UNRRA personnel will be accorded the same facilities as members of the Armed Forces.

4. Responsibility

a. At the discretion of the appropriate Military Authorities after an UNRRA team has moved into an Assembly Center the Military Detachment which has been running the center may be removed. Such removal will only be effected however after the UNRRA Assembly Center Director has been fully informed how to indent for supplies, transportation, etc. Necessary guards will be maintained by the Military.

b. UNRRA teams will ordinarily be self contained. The provision of rations and accommodations for the UNRRA teams and the provision of POL and the repair and maintenance of UNRRA vehicles and replacement of tires will be a military responsibility.

BY COMMAND OF LIEUTENANT GENERAL KEYES:

GEORGE H. McCAFFREY
Colonel, G.S.C.
Regional Military Govt
Office

Information Copies to:

CG, 11th Armored Division
CG, 42nd Infantry Division

DS/jcm

INDEXED

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RECEIVED

13 AUG 1945

U. N. F. A.
MAIL

Tel: VICTORIA 3858

Ext. 334.

Ref: PWDP/59999/2

PW & DP Division (Rear Echelon)

CONTROL COMMISSION FOR GERMANY (B.E.)

103, Ashley Gardens,

London, S.W. 1.

10th August 1945.

Copy sent to
Col. Charley. 14/8

Subject: Deployment of PW & DP Division.

1. The Prisoners of War Branch of this Division will move to Germany on 12 August 1945.
2. PW & DP Division (Rear Echelon) will close at Ashley Gardens at 13.00 hours and re-open at 38, Princes Gardens, S.W.7., at 14.30 hours on Saturday the 11 August 1945.
3. Lt. Colonel F.C. Davis, M.C. will be in charge. Telephone: Kensington 4511, Extension 491.
4. (a) All correspondence on Prisoners of War or Displaced Persons which does not require action or discussion in the U.K should be directed to:-
PW & DP Division,
Main HQ,
Control Commission for Germany (B.E.)
B.L.A.

(b) Correspondence requiring discussion or action in the U.K should be addressed to:-

PW & DP Division (Rear Echelon),
Control Commission for Germany (B.E.)
38, Princes Gardens,
London S.W. 7.

Lt. Colonel.

PW & DP Division (Rear Echelon)

Control Commission for Germany (B.E.)

Distribution:-

War Office (DPW)

" " (Cas P/W)

" " (CA/DP)

" " Bluecoats School, Wavertree, Liverpool.

Admiralty: Mr. Broughton, Queen Anne's Mansions, S.W.1.

Air Ministry: Group Captain R. Burges, 73/77 Oxford St. W.1.

Col. Melhuish, UDF HQ, 27, Princes Gate, S.W.7.

India Office: A. Swinnerton, Esq., 4 Central Bldgs., Matthew Parker St. S.W.1.

O i/c, Records, Canadian Military HQ, Broadland Avenue, Acton.

S. Morley Scott, Esq., Canada House.

Major Lenehan, Australia House, Aldwych, W.C.2.

Major Sinclair Thomson, New Zealand Forces, Halifax House, Strand W.C.2.

Mr. Vigor, Ministry of War Transport, Berkeley Square, W.1.

Colonel Brown, BRCS., North Row, Marble Arch W.1.

O.C. Rear HQ, Control Commission for Germany (BE) Norfolk House.

Secretariat " " " " " " " "

Travel Bureau " " " " " " " "

G Exec " " " " " " " "

Main HQ, PW & DP Division.

CDPX

UNRRA (Lt. Col. Charley).

Intergovernmental Committee for Refugees.

Foreign Office: Mr. Mason, Chief DP Branch, 3 Cleveland Row

SHAEF Pind

Td. to Matigan & dispatched.

Letter to C of S, British Zone, for your
signature.

Copies are being circulated as you
directed.

D.W.
'7/7

Brink Jackson

Return to
Mr. Robertson.

~~Don't Veal~~ for Registry file.

REGISTRY

OUT FILE

DP 105

17th July, 1945.

Sir,

I desire to acknowledge a letter of the 9th July, 1945, signed by Major General Kirby and addressed to the Director General of UNRRA in which confirmation is requested that the Agreement concluded on the 25th November, 1944, between the Supreme Commander, AEF, and the Director General of the United Nations Relief and Rehabilitation Administration will continue in full force and effect as between the Commander in Chief, British Zone, and the United Nations Relief and Rehabilitation Administration, from the termination of Combined Command until such time as another Agreement is concluded.

A request that UNRRA should continue in the British Zone, under the authority of the British Commander in Chief, its functions as set out in the above Agreement of 25th November was addressed to me by the Foreign Office on behalf of His Majesty's Government, dated 26th June, 1945.

I wish to confirm that the Agreement will continue in force until such time as another Agreement is concluded.

The Chief of Staff (British Zone),
Control Commission for Germany (British Element),
Norfolk House,
St. James's Square, W.C.1.

/I should

OUT FILE

- 2 -

I should add that a similar reassurance has also been given to the U.S. Government.

I am, Sir,

Your obedient servant,

R.G.A. JACKSON
Personal Representative
of the Director General

D R A F T

16th July, 1945

The Chief of Staff (British zone),
Control Commission for Germany (British Element),
Norfolk House,
St. James' Square, W.C.1.

Sir:

I desire to acknowledge a letter of the 9th July, 1945 ^N signed by Major General Kirby and addressed to The Director General of UNRRA in which confirmation is requested that the Agreement concluded on the 25th November, 1944 between the Supreme Commander, AEF, and the Director General of the United Nations Relief and Rehabilitation Administration will continue in full force and effect as between the Commander in Chief, British Zone, and the United Nations Relief and Rehabilitation Administration, from the termination of Combined Command until such time as another Agreement is concluded.

request that UNRRA should continue its functions in the British Zone its functions are set out in the above agreement of 25 Nov 44
A similar ~~request~~ ^{request} for confirmation was addressed to me by the Foreign Office on behalf of His Majesty's Government dated 28th June, 1945.

I wish to confirm that the Agreement will continue in force until such time as another Agreement is concluded.

I am, Sir,

Your obedient servant,

R.G.A. JACKSON
Personal Representative
to the Director General

I / should add that a Russian representative has also been given to the U.S. Govt.

COPY

16th July, 1945

The Chief of Staff (British Zone),
Control Commission for Germany (British Element),
Norfolk House,
St. James' Square, W.C.1.

Sir:

I desire to acknowledge a letter of the 9th July, 1945, signed by Major General Kirby and addressed to The Director General of UNRRA in which confirmation is requested that the Agreement concluded on the 25th November, 1944, between the Supreme Commander, AEF, and the Director General of the United Nations Relief and Rehabilitation Administration will continue in full force and effect as between the Commander in Chief, British Zone, and the United Nations Relief and Rehabilitation Administration, from the termination of Combined Command until such time as another Agreement is concluded.

A similar request for confirmation was addressed to me by the Foreign Office on behalf of His Majesty's Government dated 28th June, 1945.

I wish to confirm that the Agreement will continue in force until such time as another Agreement is concluded.

I am, Sir,

Your obedient servant,

R.G.A. JACKSON

Personal Representative
to the Director General

INDEXED

Reference

DR.105

4/7/45

To: Com. Jackson

From: Miss Gibbons

FROM: Colonel Charley

Would you wish Mr. Dudley Ward
to prepare a reply for your
signature?
M. Gibson

Y
This letter calls, in my view, for a prompt and affirmative reply from the Director General. It is probably not unconnected with the first paragraph of Schlee's letter to Rhatigan of 9th July 1945, and the determination of 21 Army Group that they shall not be bound by any agreement made by us with either the SHAEF D.P. residuum at Frankfurt (CDPX) or the Control Commission unless they directly participate in the negotiations. Neither of these bodies at present can determine any matter relating to future policy in the British Zone without the Commander-in-Chief's consent. I presume Mr. Rhatigan fully appreciates the position.

Paragraph 2b of SHAEF CDPX Memorandum dated 8th July, 1945, clearly defines the limits of CDPX powers as follows:

" The CDPX will continue to implement existing Supreme Headquarters AEF directives concerning displaced persons and existing Working Arrangements between Supreme Headquarters AEF and Allied Governments, and Supreme Headquarters AEF and UNRRA. The CDPX will not be responsible for developing new policy. It will, when necessary, forward request for guidance on new policy to the Zone Commanders through appropriate channels. "

General Goldney should of course see this letter and any reply that is sent.

14.7.1945

Charley

Mr. Cottle,

Will you deal with this letter
addressed to the Director General? A
similar letter on this subject was routed
to you a few days ago.

D E Mallinson

D.E. MALLINSON
A. Registry.
12.7.45.

Whitehall 4477
Extension 399

HQ/2334/Sec

DP105 ~~A48X~~
Control Commission for Germany,
(British Element),
Norfolk House,
St. James's Square,
London, S.W.1.

9th Jul 45.

Sir,

INDEXED

It is the understanding of the Commander-in-Chief, British Zone of Occupation in Germany that the agreement concluded on the 25th of November 1944 between the Supreme Commander, Allied Expeditionary Force and the Director General, United Nations Relief and Rehabilitation Administration, will continue in full force and effect as between the Commander-in-Chief, British Zone and the United Nations Relief and Rehabilitation Administration from the termination of combined command until such time as another agreement is concluded.

Would you please confirm this.

RECEIVED

11 JUL 1945

UNRRA

AKing Major General
For LIEUT-GENERAL
CHIEF OF STAFF (BRITISH ZONE)

Herbert H. Lehman, Director General,
United Nations Relief and Rehabilitation Administration,
European Regional Office,
11 Portland Place,
London, W.2.

DP. 105

Outfile ✓

30th June, 1945.

Sir,

I acknowledge the receipt of your letter WR 983/1/48 of the 28th June, 1945, in which it is stated that His Majesty's Government desire that UNRRA should continue in the British zone of occupation in Germany under the authority of the British Commander-in-Chief during the post-SHAEF period, the functions which it at present performs in respect of displaced persons, under the Agreement concluded on the 5th November last between the Supreme Commander Allied Expeditionary Force and the Director-General of UNRRA.

I have received a similar request from the United States and French Ambassadors in London.

I have informed the Director-General of these three requests and arrangements are being made for UNRRA to act accordingly.

I am,

Sir,

Your obedient Servant,

(SGD.) R.G.A. JACKSON

Sir Ronald I. Campbell, K.C.M.G., C.B.,
Foreign Office,
S.W.1.

COPY

30th June, 1945.

Sir,

I acknowledge the receipt of your letter WR 983/1/48 of the 28th June, 1945, in which it is stated that His Majesty's Government desire that U.N.R.R.A. should continue in the British Zone of occupation in Germany under the authority of the British Commander-in-Chief during the post-S.H.A.E.F. period, the functions which it at present performs in respect of displaced persons, under the Agreement concluded on the 5th November last between the Supreme Commander, Allied Expeditionary Force and the Director General of U.N.R.R.A.

I have received a similar request from the United States and French Ambassadors in London.

I have informed the Director General of these three requests and arrangements are being made for U.N.R.R.A. to act accordingly.

I am, Sir,

Your obedient Servant,

(sd.) R.G.A. JACKSON.

Sir Ronald I. Campbell, K.C.M.G., C.B.,
Foreign Office,
LONDON, S.W.1.



DP105
INDEXED

FOREIGN OFFICE, S.W.1.

(WR 983/1/48)

28th June, 1945.

CONFIDENTIAL.

Sir,

In a letter to the Chairman of the European Advisory Commission dated the 12th January of this year, Sir Frederick Leith-Ross informed the Commission that U.N.R.R.A. was being asked by the Supreme Commander Allied Expeditionary Force to act as his agent in operations concerning displaced persons in Germany and enquired whether it was intended that the Administration should continue to perform similar functions in the post-S.H.A.E.F. period under the authority of such Allied Control Organisations as might be established in Germany and Austria.

At a meeting of the European Advisory Commission on the 4th April, the Soviet Representative stated that his Government did not propose to invite the U.N.R.R.A. Organisation to work for displaced persons in the Soviet zone of occupation in Germany, and that in his view the question raised in Sir Frederick Leith-Ross's letter was one which should be settled directly between the British, United States and French Governments on the one hand and U.N.R.R.A. on the other.

In these circumstances, I have to inform you, under instructions from His Majesty's Government, that it is their desire that U.N.R.R.A. should continue in the British zone of occupation in Germany under the authority of the British Commander-in-Chief in the post-S.H.A.E.F. period the functions which it at present performs in respect of displaced persons under the

Agreement /

Commander R.G.A. Jackson,

U.N.R.R.A.

28 JUN 1945



Agreement concluded on the 5th November last between
the Supreme Commander, Allied Expeditionary Force
and the Director-General of U.N.R.R.A.

I am,
Sir,
Your obedient Servant,

Ronald I. Campbell

AGREEMENT RELATING TO THE RESPONSIBILITIES OF THE
DIRECTOR GENERAL UNRRA AND OF THE COMMANDER-IN-CHIEF
IN THE BRITISH ZONE OF GERMANY

The Director General of the United Nations Relief and Rehabilitation Administration (hereinafter referred to as "UNRRA") and the Commander-in-Chief, British Zone (hereinafter referred to as "C in C") ARE HEREBY AGREED as follows:

1. OBJECT

The object of this Agreement is to state the relationship and respective responsibilities of UNRRA and Commander-in-Chief, British Zone, in the care, control and movement of United Nations displaced persons, and those assimilated to them in status, in the British Zone of Germany. It supersedes, with respect to the British Zone, the agreement between UNRRA and the Supreme Commander, Allied Expeditionary Force, dated 25 November 1944, which has been continued in effect from the time of dissolution of Supreme Headquarters. The purpose of that agreement was to facilitate the assumption by UNRRA after the surrender of Germany of responsibility for displaced persons in SHAEF areas. To the extent hereinafter indicated, this responsibility is hereby assumed by UNRRA with respect to the British Zone. Nothing in this agreement shall be interpreted to derogate or detract from or limit the powers of the C-in-C, British Zone.

2. PERSONS TO WHOM THIS AGREEMENT RELATES

The displaced persons in respect of whom UNRRA agrees to assume the responsibilities set out below are:

- (a) United Nations nationals (other than nationals of the USSR.
- (b) Italian nationals.
- (c) Persons of undetermined nationality.
- (d) Enemy and ex-enemy nationals who have been obliged to leave their country or place of origin or former residence or who have/

have been deported therefrom, by action of the enemy, because of race, religion, or activities in favour of the United Nations;

- (e) Any person or groups of persons to whom the provision hereof may be extended by agreement between the parties.

Such displaced persons are hereinafter collectively referred to as "displaced persons".

3. UNRRA ORGANISATION

- (a) UNRRA will maintain a Zone HQ at HQ BAOR with subordinate HQ at Corps District and such lower level as may be considered necessary by the military authorities and UNRRA jointly.
- (b) The respective military and UNRRA HQ will operate in close liaison at each level and establish joint committees to co-ordinate operations in connection with their separate responsibilities.

4. RESPONSIBILITIES OF UNRRA

As of the date when this agreement becomes effective, UNRRA, subject to General Orders and Instructions issued by the C-in-C, British Zone, and to the Resolutions of the UNRRA Council, will assume responsibility for functions relating to the care, maintenance, rehabilitation and disposition of displaced persons within the British Zone, including the following:

- (a) Command and control of all UNRRA units and personnel operating in the British Zone, and also units and personnel of such voluntary agencies as may be operating under the co-ordination of UNRRA in accordance with para 3 (c) below.
- (b) The internal administration of such assembly centres, transit camps and other aggregations of displaced persons as may be agreed upon by the parties hereto (which are hereinafter collectively referred to as "assembly centres"). This responsibility will be assumed progressively on the date when this/

this agreement becomes effective or on such dates thereafter as may be agreed upon by the parties hereto. UNRRA's duties in the internal administration of assembly centres will include the determination whether displaced persons fall within the categories whom UNRRA is authorised to assist, the control of admission to assembly centres and the allocation of displaced persons within and between Assembly Centres.

- (c) The making of agreements in connection with programmes for displaced persons with voluntary societies of any of the United Nations, and with other national and international agencies, for the entry of their personnel into Germany and their correct documentation, and for the utilisation and control of such personnel, and of material resources offered by such agencies; or for the assumption by these agencies of other responsibilities relating to displaced persons coming within their terms of reference. References to UNRRA and to UNRRA personnel in this agreement will include, where the context permits, voluntary agencies and voluntary agency personnel operating in accordance with this paragraph. Prior to the date on which this agreement becomes effective, agreements with respect to matters referred to in this paragraph made by Supreme Headquarters, A.E.F., or by British military authorities will remain in force. After that date, the work in the British Zone of such agencies will be dependent upon agreements made by them with UNRRA, approved by C-in-C.
- (d) The operation of an Archives Office including an Enquiry and Tracing Bureau.
- (e) The maintenance of statistical records and the preparation of statistical and research reports relating to displaced persons.

(i)/

- (i) The provision of such medical nursing and preventive services for the maintenance of the health and well-being of displaced persons as are necessary and practicable.
- (ii) By arrangement with the appropriate military authorities, existing civil facilities, equipment and supplies will be available to UNRRA for furnishing such services for displaced persons.
- (iii) Where UNRRA cannot provide such services it will notify the appropriate military authorities accordingly in ample time for them to plan for the provision of facilities ~~and personnel~~ needed to supplement those provided by UNRRA (in accordance with paragraph 5 (j) below).
- (iv) The objective of UNRRA will be to establish and maintain a standard of care not inferior to that set out in the Supreme Headquarters, A.E.F. "Guide to the Care of Displaced Persons in Germany" (revised May 1945).
- (f) The provision of Educational, Recreational and Welfare supplies, equipment and facilities over and above those obtained from Military or German resources (see para 5(c) below)
- (g) The making of recommendations to the Military Authorities for the return of displaced persons to their former homes, and negotiations with the governments concerned with regard to their reception in countries of destination and transit through other countries en route.
- (h) Consultation with appropriate agencies in connection with plans for the resettlement of displaced persons and its care.
- (j) The provision of equipment, to Field Service Scale 3, for all UNRRA/

UNRRA personnel arriving in the British Zone.

5. RESPONSIBILITIES TO BE RETAINED BY C-in-C IN REGARD TO DISPLACED PERSONS

- (a) Responsibility for overall supervision of all matters affecting displaced persons in the British Zone, without prejudice to UNRRA's direct responsibility for those matters set out in para 4 above.
- (b) Executive action in connection with the movement of displaced persons.
- (c) The enforcement of law, order and security. In the execution of this responsibility within Assembly Centres, C-in-C will consult with the Assembly Centre Directors concerned, in particular when the displaced persons under their care may be subjected to search, arrest and detention in custody.
- (d) Provision of supplies and equipment for displaced persons on a standard adequate for the maintenance of health and well-being and of a nutritionally adequate diet; from British military resources where German resources are inadequate. In assessing the priority of this allocation of supplies and equipment, displaced persons will have priority over the German population. The terms supplies and equipment will include food, fuel, clothing, Medical supplies and accommodation stores such as furniture, bedding and household equipment. The supplies and equipment required by UNRRA will be dealt with in two classes, as follows:
 - (i) Those held in the military inventory as of the date when this agreement becomes effective and then on hand at Assembly Centres will be turned over to UNRRA on that date. The turnover will not, however, include military equipment of any British military unit, except such as may be specifically authorised by C-in-C. Accounting for material turned over to UNRRA will be in accordance with paragraph 9 (f) below.

(ii)/

- (ii) Those subsequently required by UNRRA for displaced persons. UNRRA will calculate and put forward to the Military Authorities, requirements estimates for such equipment and supplies. These estimates will cover the quarterly period and will be submitted for each quarter before the commencement of the preceding quarter. Such estimates will be accepted and implemented by the Military Authorities subject only to such priorities as may be determined by them to be over-riding. Estimates for the quarter beginning 1 January 1946, however, will be submitted by British Military Authorities; but UNRRA may until 15 November 1945 propose amendments to these estimates. Accounting for material turned over to UNRRA will be in accordance with paragraph 9 (f) below.
- (e) Provision of educational, recreational and welfare supplies equipment and facilities to the maximum extent from German resources, or subject to special arrangements, from British Military resources.
- (f) Transport facilities (including POL) for displaced persons and for UNRRA supplies over and above those which can be provided by UNRRA from their own resources.
- (g) Accommodation for displaced persons and accommodation for supplies and equipment provided by UNRRA for displaced persons. British military authorities will provide adequate works services and will not require the evacuation of such accommodation unless military requirements make it necessary, in which event reasonable notice will be given to UNRRA and suitable alternative accommodation provided.
- (h) Provision of postal service for displaced persons, as soon as practicable, both within the British Zone and outside.
- (j)/

- (j) Provision, in so far as is practicable, of medical, nursing and preventive services to supplement those provided by UNRRA.

6. FACILITIES AND SERVICES TO BE PROVIDED FOR UNRRA UNITS AND PERSONNEL BY C-IN-C

- (a) Adequate office, living and administrative accommodation (including accommodation stores and storage facilities) at UNRRA Zone Headquarters and lower levels together with the necessary works services.
- (b) Provision of such vehicles as are considered by the military authorities as necessary for the discharge of UNRRA's responsibilities, pending their substitution from UNRRA resources.
- (c) POL for vehicles held by UNRRA.
~~Maintenance~~
- (d) / Repair of vehicles held by UNRRA and the replacement of parts and tyres. This responsibility will only be assumed provided that the military authorities are satisfied that vehicles held by UNRRA are adequately maintained and driven.
- (e) Facilities with appropriate priorities to ensure necessary movement of UNRRA personnel.
- (f) Provision of rations on normal military scale excluding extras and use of Military Messes on the terms accorded to civilians serving with the Military Authorities.
- (g) Replacement on repayment of personal equipment, clothing and necessaries and provision of laundry facilities, ~~the use of officers shops for approved personnel of officer status~~
- (h) Use of military welfare and recreational facilities including NAAFI, ENSA and military clubs and canteens.
- (j) Use of military system, including telephones, for UNRRA official communications. Use of Army Post Office for the transmission of personal mail, such mail to be subject to base censorship as for military personnel.
- (k)/

- (k) Provision when necessary of military medical facilities for UNRRA personnel.

7. FILES AND RECORDS

As of the date when this agreement becomes effective, displaced persons files and records of Supreme Headquarters, Allied Expeditionary Force, and successor agencies will be made available to UNRRA. In addition, UNRRA will be given access to subsequent military documents, directives and information, including classified material, which are relevant to the displaced persons responsibilities assumed by UNRRA.

8. ALLIED LIAISON OFFICERS

- (a) UNRRA will allow Liaison Officers for repatriation accredited to C-in-C, access to Assembly Centres in which their nationals are living, in order to carry out their functions as laid down by C-in-C. UNRRA will afford full co-operation to such officers in matters of care, welfare, repatriation and tracing of their respective nationals.
- (b) UNRRA will work in close co-operation with Allied Liaison, HQ BAOR, in connection with their dealings with allied nationals and with the above Allied Liaison officers.

9. FINANCIAL RESPONSIBILITIES AND ARRANGEMENTS

- (a) The Military Authorities will make available to UNRRA without charge all German currency which UNRRA requires ~~for its expenditure in the British Zone of Germany in implementation of this agreement~~ payment of its personnel in Germany.
- (b) UNRRA has full financial responsibility for the payment of all its personnel or employees.
- (c) British Military Authorities assume no financial responsibility for risk, injuries, or death occurring to UNRRA employees, or for any claim arising against UNRRA or its employees or agents, except for cases in which Military Authorities would be liable under existing regulations.
- (d) Financial arrangements already made by UNRRA whereby British Army/

Army pay officers will honor UNRRA paybooks and will cash UNRRA salary and expense cheques drawn upon banks specified, or to be specified by C-in-C, are continued in effect.

- (e) UNRRA personnel shall be subject to financial restrictions applicable to civilian personnel of the army.
- (f) British Military Authorities will maintain accounting records for all services rendered to UNRRA and for all facilities, services, accommodation, supplies, and equipment turned over to UNRRA, except such indigenous military Government items as C-in-C determines should not be carried on British Army accounting records. UNRRA will maintain accounting records for all facilities, services, accommodation, supplies and equipment received by UNRRA from British Military Authorities.
- (g) UNRRA will not be called upon to pay for the basic supplies, equipment and transportation, whether indigenous or imported, furnished for the care and transportation of displaced persons in Germany. UNRRA will reimburse the Military Authorities for any supplementary amenity supplies which the military may procure on UNRRA's behalf and for supplies and equipment furnished by the military for maintenance of UNRRA personnel and equipment.

10. EMPLOYMENT OF DISPLACED PERSONS

The employment of displaced persons will be governed by existing laws and by the directives of Military Government.

- (a) Conditions of labour in connection with the employment of displaced persons by British military organisations will be in accordance with military directives.
- (b) Conditions of labour and methods of selection in connection with the employment of displaced persons by UNRRA or by civilian/

civilian employers will be in accordance with Military Government directives and UNRRA policies.

- (c) In order the displaced persons employed by British Military Authorities and maintained apart from Assembly Centres or other displaced persons establishments may not unexpectedly become a responsibility of UNRRA, British Military Authorities will give UNRRA due notice of any expected turnover incident to the termination of their employment by the military forces.
- (d) UNRRA will maintain records of the capabilities and availabilities for employment of individual displaced persons.

11. INTERPRETION OF AGREEMENT

UNRRA recognises that the ultimate decision as to the facilities, services and supplies which can be made available for displaced persons and for UNRRA personnel rests with the C-in-C, British Zone. The C-in-C British Zone, ~~ex-the-ether-hand~~, recognises the right of UNRRA to withdraw from this agreement if UNRRA considers that the facilities, services and supplies made available by the Military Authorities are insufficient to enable UNRRA effectively to discharge its obligations to its Member Governments. On the other hand, the C-in-C reserves the right to withdraw from this agreement if he considers that UNRRA are not fulfilling their obligations under this agreement to his satisfaction.

12. REVIEW OF AGREEMENT

The provisions of this agreement shall be reviewed by the parties hereto at the end of six months after the date when it becomes effective.

13. DATE WHEN EFFECTIVE

This agreement will become effective as from 1 Nov 1945.

AGREEMENT DEFINING THE RESPECTIVE RESPONSIBILITIES
OF THE COMMANDER - IN - CHIEF, BRITISH ZONE OF
OCCUPATION, GERMANY, AND THE DIRECTOR GENERAL OF
THE UNITED NATIONS RELIEF AND REHABILITATION
ADMINISTRATION, IN RESPECT OF DISPLACED PERSONS
IN THE BRITISH ZONE OF OCCUPATION, GERMANY.

(1) The Commander in Chief, British Zone, and the Director General, UNRRA hereby agree to retain, delegate and/or assume the respective responsibilities herein set out for the care, maintenance, rehabilitation and disposition (including repatriation) of Displaced Persons within and from the British Zone of Occupation, Germany.

(2) This agreement becomes effective on and from the date of its signature.

(3) The Director General, UNRRA, delegates the execution of his responsibilities under this agreement to the UNRRA Zone Director, British Occupied Zone, subject to the Central Office for UNRRA Germany.

(4) Notwithstanding anything herein contained, the Commander in Chief, British Zone, will for such time as he considers necessary, and through such of his officers as he shall nominate, maintain an advisory and inspectorial relationship in respect of the performance of this agreement for such period as he shall deem it necessary. Thereafter he shall maintain Military Liaison officers at UNRRA Zone H.Q. and at such other administrative levels as shall mutually be agreed upon between himself or the officer to whom he shall delegate this authority and the UNRRA Zone Director, British Zone.

(5) The Commander in Chief, British Zone, shall communicate the contents of this agreement to all Military officers in the British Occupied Zone, and shall instruct all such officers to give all necessary assistance to the UNRRA Zone Director and his officers at all levels in the execution of the responsibilities under this agreement.

(6) The provisions of this Agreement shall be reviewed by the parties hereto at the end of six months from the date of its signature.

(7) Nothing in this Agreement shall be construed to derogate or detract from the ultimate authority of the Commander in Chief, British Zone, or his capacity to determine what facilities, services, and supplies shall be made available for Displaced Persons and for UNRRA personnel in respect of its execution.

(8) The Commander in Chief, British Zone, recognises the right of the Director General, UNRRA, on his part to withdraw from this Agreement if the facilities, services and supplies thus made available are insufficient to enable him through his officers to effectively discharge the obligations of this Agreement or the wider obligations of UNRRA to its member governments.

(9)/

(9) The powers, responsibilities and duties delegated to and assumed by the Director General, UNHRA, are as follows:-

A. The administration of Displaced Persons, their care maintenance and disposition, within such Assembly Centres so located as shall be agreed upon mutually by the Parties.

In this connection the UNHRA Zone Director, British Occupied Zone, shall have the right to determine whether any Displaced Person, so described, falls within that classification; and shall accordingly control the admission of Displaced Persons to the Assembly Centres agreed upon, and shall also determine the disposition of Displaced Persons, subject to the right of the Commander in Chief, British Zone, to determine times, methods, means, and to control the movement of such Displaced Persons from Assembly Centres to the borders of his Zone of jurisdiction.

B. Subject to this Agreement and to the ultimate powers of the Commander in Chief, British Zone, for security and discipline, the making of any subsidiary Agreement with any National or International Agency which has as its object the care, maintenance and disposition of Displaced Persons in the British Zone of Occupation. Such Agreements may extend to the determination of the personnel, material resources, of any such National or International Agency.

C. The establishment and operation of a Records (Archives) Office, including an Inquiry and Tracing Bureau.

D. The maintenance of all necessary statistical records and the preparation from them - from time to time - of any necessary statistical and research reports related to Displaced Persons.

E.1. The provision of such out-patient medical, nursing and preventive services for the maintenance of the health and well-being of Displaced Persons as are necessary and practicable.

E.2. The provision of such in-patient hospital or sanatorium treatment as may be agreed upon between the parties from time to time. In general, however, such in-patient services will remain the responsibility of the Commander in Chief, British Zone.

F. The initiation and co-ordination of action with the Military Authorities and with the authority of the countries of destination concerned, for the repatriation of Displaced Persons.

G. The standard of care and maintenance provided by the UNHRA Zone Director shall not be inferior to that existing in any Assembly Centre at the date upon which this Agreement becomes effective. Where this standard can be improved upon the UNHRA Zone Director shall take all such steps as may be practicable to reach a standard mutually/

mutually agreed upon between the parties, and rendered practicable by the facilities, services, and supplies provided by the UNRRA Zone Director and by the Commander in Chief, British Zone.

(10) The powers, responsibilities and duties retained or assumed by the Commander in Chief, British Zone of Occupation, Germany, are as follows:-

A. The final control of the care, maintenance, rehabilitation, and disposition (including repatriation) of Displaced Persons subject to this Agreement.

B. The enforcement of law and order and the maintenance of peace and security among them.

C. The protection of UNRRA personnel in the performance of their duties under this Agreement.

D. The provision to the UNRRA Zone Director of adequate living and office accommodation and warehouse facilities and services for the adequate performance of the duties hereby delegated to and assumed by the UNRRA Zone Director, British Zone.

E. The provision of transportation facilities, or rail, or sea, to UNRRA, with such appropriate priorities as will ensure the care, maintenance and disposition of Displaced Persons.

F. The provision of basic supplies, and their warehousing and transport to agreed points of distribution for Assembly Centres (without limiting the generality of the term 'Basic supplies' will include food, fuel, clothing, furniture and household equipment, bedding, medical supplies, maintenance and operating supplies, and physical facilities and installations - including vehicles.)

G. The provision of POL for all vehicles used in the performance of this Agreement, and the provision of the necessary maintenance and replacement articles, including parts and tyres.

H. To the extent necessary to supplement the medical care, both in-patient and out-patient, provided by the UNRRA Zone Director in terms of paragraph 9 above, all necessary and practicable services for the health and well-being of Displaced Persons.

I. In this connection, and to the extent agreed upon between the Parties, the Commander in Chief, British Zone, will supplement by requisition upon the Civil Authorities or otherwise, the provision of amenity, self-help, vocational, rehabilitation, recreation or welfare supplies to Displaced Persons; their reception, warehousing, transport and distribution to agreed points readily accessible to the Assembly Centres.

(11) The Commander in Chief moreover agrees to provide to the UNRRA Zone Director, British Zone of Occupation, Germany, the facilities and services adequate to the performance of the duties delegated to and assumed by the Director General, UNRRA, including the following:-