

**UNITED NATIONS,
INTERNATIONAL LABOUR ORGANISATION,
FOOD AND AGRICULTURE ORGANIZATION OF THE
UNITED NATIONS,
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION,
INTERNATIONAL CIVIL AVIATION ORGANIZATION,
WORLD HEALTH ORGANIZATION
and
NETHERLANDS**

Agreement (with exchange of letters) concerning technical assistance to the overseas parts of the Kingdom of the Netherlands for whose international relations the Government of the Kingdom is responsible. Signed at New York, on 6 October 1954

Official text: English.

Registered ex officio on 1 November 1954.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE,
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE,
ORGANISATION DE L'AVIATION CIVILE
INTERNATIONALE,
ORGANISATION MONDIALE DE LA SANTÉ
et
PAYS-BAS**

Accord (avec échange de lettres) relatif à une assistance technique aux parties d'outre-mer du Royaume des Pays-Bas dont le Gouvernement du Royaume assure les relations internationales. Signé à New-York, le 6 octobre 1954

Texte officiel anglais.

Enregistré d'office le 1^{er} novembre 1954.

No. 2711. AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS CONCERNING TECHNICAL ASSISTANCE TO THE OVERSEAS PARTS OF THE KINGDOM OF THE NETHERLANDS FOR WHOSE INTERNATIONAL RELATIONS THE GOVERNMENT OF THE KINGDOM IS RESPONSIBLE. SIGNED AT NEW YORK, ON 6 OCTOBER 1954

The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization (hereinafter called "the Organisations"), members of the Technical Assistance Board, and the Government of the Kingdom of the Netherlands (hereinafter called "the Government of the Kingdom");

DESIRING to give effect to the resolutions and decisions relating to technical assistance of the Organisations, which are intended to promote the economic and social progress and development of peoples;

DESIRING to promote the advancement of the inhabitants of the Overseas Parts of the Kingdom of the Netherlands for whose international relations the Government of the Kingdom is responsible (hereinafter called "the Overseas Parts of the Kingdom"), in the spirit of the United Nations Charter;

CONSIDERING the recommendations of the Economic and Social Council of the United Nations, made in its resolution number 222 (IX) A of 15 August 1949² and the recommendations of the General Assembly of the United Nations, made in its resolution number 444 (V) of 12 December 1950³;

HAVE ENTERED into this Agreement in a spirit of friendly co-operation.

¹ Applied provisionally from 6 October 1954, the date of signature, in accordance with article VI (b).

² United Nations, Economic and Social Council, *Official Records*, Fourth Year, Ninth Session, Supplement No. 1 (E/1553, p. 4).

³ United Nations, General Assembly, *Official Records*, Fifth Session, Supplement No. 20 (A/1775, p. 54).

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organisations shall render, subject to the availability of the necessary funds, technical assistance to the Governments of the Overseas Parts of the Kingdom, for which such assistance is requested by the Government of the Kingdom. The Organisations, acting jointly or separately, and the Governments of the Overseas Parts of the Kingdom, acting with the authority of the Government of the Kingdom, shall co-operate in arranging, on the basis of the requests received from the Government of the Kingdom and approved by the Organisation(s) concerned, mutually agreeable programmes of operations for carrying out of technical assistance activities.

The Government of the Kingdom assumes international responsibility for any arrangements concluded or undertakings entered into by the Governments of the Overseas Parts of the Kingdom pursuant to the present agreement, in the same manner as if they had been concluded or entered into in the name of the Government of the Kingdom.

2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in annex I of resolution 222 (IX) A of the Economic and Social Council of the United Nations of 15 August 1949¹ and as appropriate, in accordance with the relevant resolutions and decisions of the Assemblies, conferences and other organs of the Organisations.

3. Such technical assistance may consist of :

(a) making available the services of experts, in order to render advice and assistance to or through the Governments of the Overseas Parts of the Kingdom;

(b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;

(c) awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government of the Kingdom and approved by the Organisation concerned shall study or receive training outside the country;

(d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) providing any other form of technical assistance which may be agreed upon by the Organisation(s) and the Government of an Overseas Part of the Kingdom.

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

4. (a) Experts who are to render advice and assistance to or through the Government of an Overseas Part of the Kingdom shall be selected by the Organisation(s) in consultation with this Government. They shall be responsible to the Organisation(s) concerned.

(b) In the performance of their duties, the experts shall act in close consultation with the Government of the Overseas Part of the Kingdom receiving assistance and with persons or bodies so authorized by this Government, and shall comply with instructions from this Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organisation(s) concerned and the Government of the Overseas Part of the Kingdom.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government of the Overseas Part of the Kingdom receiving assistance may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based, and the Government concerned shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

5. Any technical equipment or supplies which may be furnished by the Organisation(s) shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organisation(s) concerned and the Government of the Overseas Part of the Kingdom receiving assistance.

6. The technical assistance rendered pursuant to the terms of this agreement is in the interest and for the benefit of the peoples and Governments of the Overseas Parts of the Kingdom receiving assistance. In recognition thereof, the Governments of the Overseas Parts of the Kingdom concerned shall undertake to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this agreement or by arrangements for programmes of operation. Without restricting the generality of the preceding sentence, the Governments of the Overseas Parts of the Kingdom receiving assistance shall indemnify and hold harmless the Organisation(s) and their experts, agents or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

Article II

CO-OPERATION OF THE GOVERNMENT(S) CONCERNING TECHNICAL ASSISTANCE

1. The Governments of the Overseas Parts of the Kingdom receiving assistance shall do everything within their means to ensure the effective use of the technical assistance provided, and, in particular, shall apply to the fullest possible extent the provisions set forth in annex I to resolution 222 A (IX) of the Economic and Social Council under the heading "Participation of Requesting Governments".

2. The Governments of the Overseas Parts of the Kingdom receiving assistance and the Organisation(s) concerned shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organisation(s) themselves.

3. In any case, the Governments of the Overseas Parts of the Kingdom receiving assistance shall, as far as practicable, make available to the Organisation(s) concerned, information on the actions taken as a consequence of the assistance rendered and on the results achieved, if requested by the Organisation(s).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANISATION(S)

1. The Organisation(s) shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside the recipient Overseas Parts of the Kingdom as follows :

- (a) the salaries of the experts;
- (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the Overseas Parts of the Kingdom;
- (c) the cost of any other travel outside the Overseas Part of the Kingdom;
- (d) insurance of the experts;
- (e) purchase and transport to and from the point of entry into the Overseas Part of the Kingdom of any equipment or supplies provided by the Organisation;
- (f) any other expenses outside the Overseas Parts of the Kingdom approved by the Organisation(s) concerned.

2. The Organisation(s) concerned shall defray such expenses in local currency of the Overseas Parts of the Kingdom as are not payable by the Govern-

ments of the Overseas Parts of the Kingdom under article IV, paragraphs 1 and 2 of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT(S)

1. The Governments of the Overseas Parts of the Kingdom receiving assistance shall contribute to the cost of technical assistance by paying for, or directly furnishing, the following facilities and services :

- (a) local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance;
- (b) the necessary office space and other premises;
- (c) equipment and supplies produced within the Overseas Parts of the Kingdom;
- (d) transportation of personnel, supplies and equipment for official purposes within the Overseas Parts of the Kingdom;
- (e) postage and telecommunications for official purposes;
- (f) such medical services and facilities for technical assistance personnel as may be available to the civil servants of the Overseas Parts of the Kingdom.

2. (a) The subsistence allowance of experts shall be paid by the Organisation(s), but the Governments of the Overseas Parts of the Kingdom receiving assistance shall contribute towards this payment a lump sum in local currency, amounting to 50 per cent of the daily subsistence rate established for the Overseas Part of the Kingdom concerned by the Technical Assistance Board, multiplied by the number of expert man-days spent on mission in the Overseas Part of the Kingdom; provided that the furnishing by the Government of the Overseas Part of the Kingdom of lodging in kind for experts shall be deemed to be the equivalent of a contribution of 40 per cent of the full daily subsistence rate.

(b) The Governments of the Overseas Parts of the Kingdom shall pay their contributions towards the subsistence allowance of experts in the form of an advance before the beginning of each year or of the mutually agreed upon period of months to be covered by the payment, in an amount to be computed by the Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their service in the Overseas Parts of the Kingdom during such financial period, and taking into account any undertakings of the Governments of the Overseas Parts of the Kingdom to

provide lodging in kind for experts. At the end of each year or period, the Governments of the Overseas Parts of the Kingdom shall pay or be credited with, as the case may be, the difference between the amount paid by them in advance and the full amount of their contribution payable in accordance with (a) above.

(c) The contributions of the Governments of the Overseas Parts of the Kingdom towards the subsistence allowance of experts shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, and in accordance with such procedures as may be mutually agreed upon.

(d) The term "expert" as used in this paragraph also includes any other Technical Assistance personnel assigned by the Organisations for service in the Overseas Parts of the Kingdom pursuant to this Agreement, except the Resident Technical Assistance Representative, if any, and his staff.

(e) The Government of the Overseas Parts of the Kingdom and the Organisation concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services were made available under a technical assistance programme financed from the regular budget of one of the Organisations.

3. In appropriate cases the Governments of the Overseas Parts of the Kingdom receiving assistance shall put at the disposal of the Organisation(s) such labour, equipment, supplies and other services or property as may be needed for the execution of the work of their experts and other officials, and as may be mutually agreed upon.

4. The Governments of the Overseas Parts of the Kingdom receiving assistance shall defray such portion of the expenses to be paid outside the recipient Overseas Part of the Kingdom as are not payable by the Organisation(s), and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government of the Kingdom and the Governments of the Overseas Parts of the Kingdom receiving assistance shall apply to the Organisation(s) their property, funds and assets, and to their officials including technical assistance experts, the provisions of the Convention on the Privileges and Immunities

of the United Nations¹ and the Convention on the Privileges and Immunities of the Specialized Agencies².

2. The Government of the Kingdom and the Governments of the Overseas Parts of the Kingdom receiving assistance shall take all practicable measures to facilitate the activities of the Organisation(s) under this Agreement and to assist experts and other officials of the Organisation(s) in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organisation(s), their experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

Article VI

GENERAL PROVISIONS

1. (a) After the approval constitutionally required in the Kingdom of the Netherlands has been obtained, this Agreement shall enter into force on the date of receipt by the Chairman of the Technical Assistance Board of a relevant notification from the Government of the Kingdom.

(b) Nevertheless, the Government of the Kingdom and the Organisations shall provisionally apply the provisions of the present agreement for a period not exceeding one year from the date on which the Agreement has been signed.

2. This Agreement may be modified by agreement between the Organisation(s) concerned and the Government of the Kingdom. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organisation(s) concerned and by the Government of the Kingdom in keeping with the relevant resolutions and decisions of the Assemblies, conferences, councils and other organs of the Organisation(s). Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.

3. This Agreement may be terminated by all or any of the Organisation(s) so far as they are respectively concerned, or by the Government of the Kingdom, upon written notice to the other parties and shall terminate 60 days after receipt of such notice.

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346; Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324, and Vol. 180, p. 296.

² United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 446; Vol. 90, p. 323; Vol. 91, p. 376; Vol. 92, p. 400; Vol. 96, p. 322; Vol. 101, p. 288; Vol. 102, p. 322; Vol. 109, p. 319; Vol. 110, p. 314; Vol. 117, p. 386; Vol. 122, p. 335; Vol. 127, p. 328; Vol. 131, p. 309; Vol. 136, p. 386; Vol. 161, p. 364; Vol. 168, p. 322; Vol. 171, p. 412; Vol. 175, p. 364; Vol. 183, p. 348; Vol. 187, p. 415; Vol. 193, p. 342, and Vol. 199, p. 314.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and of the Government of the Kingdom respectively, have, on behalf of the Parties, signed the present Agreement at New York this 6th day of October 1954 in the English language in two copies.

For the United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, The International Civil Aviation Organization and the World Health Organization :

David OWEN

Executive Chairman of the Technical Assistance Board

For the Government of the Kingdom of the Netherlands :

D. J. VON BALLUSECK

Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations

EXCHANGE OF LETTERS

I

6 October 1954

Dear Sir,

I have the honour to refer to the Agreement between the Government of the Kingdom of the Netherlands and the Organisations participating in the Expanded Programme of Technical Assistance, which we are signing today on behalf of the Parties.

As regards Article I paragraph 6 of the Agreement, I have the honour to confirm our understanding that the expression "act or omission performed in the course of operations covered by this Agreement" shall not be deemed to include wilful or reckless acts or omissions, attributable to experts, agents or employees of the Organisations, which violate the regulations, rules or administrative instructions governing the activities and conduct of such experts, agents or employees, or which are clearly inconsistent with the responsibilities and functions entrusted to them. These acts do not involve the liability of the Organisations and the governments of the Overseas Parts of the Kingdom receiving technical assistance are not expected to be responsible for claims resulting from such acts or omissions.

I am certain that this Agreement will provide a fruitful basis for the participation of the Overseas Parts of the Kingdom of the Netherlands in the Expanded Programme of Technical Assistance.

Please accept, Sir, the assurances of my highest consideration.

David OWEN
Executive Chairman

H.E.M. D. J. von Balluseck
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
Permanent Delegation of the Netherlands to the United Nations
10 Rockefeller Plaza, Room 301
New York 20, New York

II

New York, 6 October 1954

No. 4068

Dear Sir,

I have the honour to acknowledge receipt of your letter of October 6 1954 by which you were good enough to set out our understanding on the interpretation of Article I par. 6 of the Agreement we signed today concerning the Expanded Programme of Technical Assistance. The contents of this letter are as follows :

[*See letter I*]

I have the honour to confirm that the Netherlands Government accept this understanding and I may express at the same time my Government's conviction that the present agreement will further the useful work of the United Nations and the participating Specialized Agencies, undertaken under the Expanded Programme.

Please accept, Sir, the assurances of my highest consideration.

D.J. von BALLUSECK
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of the Netherlands to the United Nations

Mr. David Owen, Executive Chairman
Technical Assistance Board
United Nations Headquarters
New York City