

No. 2729

**UNITED NATIONS CHILDREN'S FUND
and
NETHERLANDS**

Agreement concerning the activities of UNICEF in Netherlands New Guinea. Signed at New York, on 31 December 1954

Official text: English.

Registered ex officio on 31 December 1954.

**FONDS DES NATIONS UNIES POUR L'ENFANCE
et
PAYS-BAS**

Accord concernant les activités du FISE en Nouvelle-Guinée néerlandaise. Signé à New-York, le 31 décembre 1954

Texte officiel anglais.

Enregistré d'office le 31 décembre 1954.

No. 2729. AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS (ON BEHALF OF NETHERLANDS NEW GUINEA), CONCERNING THE ACTIVITIES OF UNICEF IN NETHERLANDS NEW GUINEA. SIGNED AT NEW YORK, ON 31 DECEMBER 1954

Whereas the General Assembly of the United Nations, by Resolution 57(I) adopted on 11 December 1946,² created an International Children's Emergency Fund (hereinafter referred to as "the Fund") as a subsidiary organ of the United Nations, and amended its terms of reference by Resolution 417(V), adopted 1 December 1950,³ and

Whereas the Government of Netherlands New Guinea desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers (hereinafter referred to as "the persons to be aided") within its territory and representatives of the Fund and of the Government of the Kingdom of the Netherlands have considered the need for such aid in Netherlands New Guinea;

Now, therefore, the Government of the Kingdom of the Netherlands and the Fund have agreed as follows :

Article I

PLANS OF OPERATIONS

A. On each occasion that the Government of Netherlands New Guinea wishes to obtain assistance from the Fund, it shall prepare a plan of operations describing the proposed project, the respective commitments proposed to be undertaken by the Government of Netherlands New Guinea and the Fund, and the means proposed to ensure the proper use and distribution of supplies or other assistance which the Fund may provide.

¹ Applied provisionally as from 31 December 1954, the date of signature, in accordance with article XI (A).

² United Nations, *Resolutions adopted by the General Assembly during the Second Part of its First Session* (A/64/Add. 1, p. 90).

³ Resolution 417 (V), adopted 1 December 1947 : United Nations, *General Assembly, Official Records, Fifth Session, Supplement No. 20* (A/1775, p. 40).

B. The Fund, after examining the need for such assistance and taking into account its available resources, will decide on its own participation in the proposed plan, and the Government of Netherlands New Guinea and the Fund will agree on a mutually acceptable plan of operations (hereinafter referred to as the "approved plan"). Approved plans may be amended, should circumstances so require, in any manner agreed to between the Government of Netherlands New Guinea and the Fund.

The present Agreement shall then apply to such plan as amended.

Article II

FURNISHING OF SUPPLIES AND SERVICES

A. The Government of Netherlands New Guinea and the Fund, in accordance with their respective commitments under any approved plan of operations, shall provide supplies and services for the persons to be aided in Netherlands New Guinea.

B. The Fund shall provide the supplies and services under this Agreement free of charge.

C. The Government of Netherlands New Guinea undertakes that the supplies and services provided by the Fund shall be distributed to, or made available for the benefit of, the persons to be aided, in accordance with the approved plan of operations and in conformity with the policies of the Fund.

Article III

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund shall retain full ownership of its supplies until consumed or used by the persons to be aided, or, in the case of capital goods, until the transfer of title, or, during the period of loan, as may be provided for in the approved plan.

B. The Fund shall entrust its supplies to the Government of Netherlands New Guinea for handling or distribution on behalf of the Fund for the benefit of the persons to be aided. In distributing or otherwise handling such supplies, the Government of Netherlands New Guinea shall act as agent for the Fund. In discharging this responsibility, the Government may avail itself of the services of agencies within the country and chosen by mutual agreement between the Government of Netherlands New Guinea and the Fund.

C. The Government of Netherlands New Guinea undertakes to see that these supplies are used, dispensed, or distributed equitably and efficiently

on the basis of need, without discrimination because of race, creed, nationality status, or political belief.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges or other resources which the Government of Netherlands New Guinea or other authorities within the country have established for similar activities. No ration plan in force at the time of the approval of a plan of operations shall be modified by reason of such supplies so as to reduce the rations allocated to the persons to be aided.

E. The Fund, at its discretion, may cause such distinctive markings to be placed upon the supplies provided by it as may be deemed necessary by the Fund to indicate that such supplies are provided under the auspices of the Fund and are intended for the persons to be aided.

F. The persons to be aided shall not be required to pay directly or indirectly for the cost of any supplies or services provided by the Fund.

G. The Government of Netherlands New Guinea shall make all arrangements for, and shall sustain all operational and administrative expenses or costs incurred in the currency of Netherlands New Guinea, with respect to the reception, unloading, warehousing, insurance, transportation and distribution of the supplies furnished by the Fund.

Article IV

EXPORTS

The Government of Netherlands New Guinea agrees that it will not expect the Fund to furnish supplies for the aid and assistance of children and adolescents and expectant and nursing mothers under this Agreement if the Government of Netherlands New Guinea exports any supplies of the same or similar character, except in such special circumstances as may arise and are approved by the Programme Committee of the Executive Board of the Fund.

Article V

RECORDS AND REPORTS

A. The Government of Netherlands New Guinea shall maintain adequate accounting and statistical records of the Fund's operations necessary to discharge the Fund's responsibilities, and shall consult with the Fund, at its request, with respect to the maintenance of such records.

B. The Government of Netherlands New Guinea shall furnish the Fund with such records, reports, and information as to the operation of approved plans

as the Fund may find necessary to the discharge of the responsibilities entrusted to it by the General Assembly.

Article VI

RELATIONSHIP BETWEEN THE GOVERNMENT OF NETHERLANDS NEW GUINEA AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognized and understood by the Government of the Kingdom of the Netherlands and the Fund, that, in order to carry out the terms of this Agreement, it will be necessary to establish a close and cordial relationship of cooperation between officials of the Government of Netherlands New Guinea and officers of the Fund. The Fund shall provide duly authorized officers to visit periodically or be stationed in Netherlands New Guinea for consultation and cooperation with the appropriate officials of the Government of Netherlands New Guinea with respect to the shipment, receipt, and use or distribution of the supplies furnished by the Fund, to consider and review the needs of the persons to be aided in Netherlands New Guinea, to advise the Fund on the progress of approved plans of operations under the present Agreement, and of any problems which the Government of Netherlands New Guinea may wish to submit to the Fund with regard to assistance for the benefit of the persons to be aided in Netherlands New Guinea.

B. The Fund and the Government of Netherlands New Guinea agree that, for the above purposes, the Fund may maintain an office in Netherlands New Guinea through which its officers may be reached and through which it will conduct its principal business.

C. The Government of Netherlands New Guinea shall facilitate employment by the Fund, as officers, clerical staff or otherwise, of such residents of Netherlands New Guinea as may be required to discharge the Fund's functions under the present Agreement.

D. The Government of Netherlands New Guinea shall permit authorized officers of the Fund to have access to such records, books of account, or other appropriate documents with respect to the distribution of supplies furnished by the Fund. The Government of Netherlands New Guinea shall further permit authorized officers of the Fund entire freedom to observe the handling, distribution, and use of such supplies and the maintenance of loaned capital goods at any time and at any place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. If an office is established in the territory of the Government of Netherlands New Guinea under Section B of this article, the Government shall, in

agreement with the Fund, make arrangements for, and meet the cost of, expenses incurred in the currency of Netherlands New Guinea, for the housing, subsistence, automobile transportation and travel of the officers to be provided by the Fund under this Article, for the establishing, equipping, and maintaining of the office, for clerical and other assistance, for postal, telegraphic, and telephone communications, and for other services necessary to carry out the activities provided for by this article.

Article VII

IMMUNITY FROM TAXATION

A. The Fund, its assets, property, income, and its operations and transactions of whatsoever nature, shall be immune from all taxes, fees, tolls, or duties imposed by the Government of Netherlands New Guinea or by any political sub-division thereof or by any other public authority in Netherlands New Guinea. The Fund shall also be immune from the liability for the collection or payment of any tax, fee, toll, or duty imposed by the Government of Netherlands New Guinea or any political sub-division thereof or by any other public authority.

B. No tax, fee, toll, or duty shall be levied by the Government of Netherlands New Guinea or any political sub-division thereof or any other public authority on or in respect of salaries or remuneration for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not permanent residents of Netherlands New Guinea.

C. The Government of Netherlands New Guinea shall take such action as is necessary for the purpose of giving effect to the foregoing provisions of this article. In addition, the Government of Netherlands New Guinea shall take whatever other action may be necessary to ensure that supplies and services furnished by the Fund are not subjected to any tax, fee, toll, or duty in a manner which reduces the resources of the Fund.

D. The Government of Netherlands New Guinea shall undertake to pay all taxes, fees, tolls, or duties referred to in the above three paragraphs of this article if its laws do not allow such exceptions.

Article VIII

CLAIMS AGAINST THE FUND

A. The Government of Netherlands New Guinea shall assume full responsibility in respect to any claim asserted against the Fund, its employees and

agents, arising in Netherlands New Guinea in connection with any assistance which has been provided or may be provided by the Fund at the Government's request. The Government shall defend, at its own cost, the Fund, its employees and agents with respect to any such claim. In the event that the Government makes any payment under the terms of this article, the Government shall be entitled to exercise all the rights, claims and interests which the Fund could have exercised against third parties.

B. This article shall not apply with respect to any claim against the Fund for injuries incurred by a staff member of the Fund.

Article IX

PRIVILEGES AND IMMUNITIES

The Government of the Kingdom of the Netherlands recognizes that the Fund, as a subsidiary organ of the United Nations, and its personnel are entitled to the privileges and immunities contained in the Convention¹ on Privileges and Immunities adopted by the General Assembly of the United Nations to which the Kingdom of the Netherlands acceded on April 19, 1948.

Article X

PUBLIC INFORMATION

The Government of Netherlands New Guinea shall afford the Fund opportunity for, and shall cooperate with the Fund in, making public information regarding the delivery and distribution of supplies furnished by the Fund.

Article XI

PERIOD OF AGREEMENT

A. After the approval constitutionally required in the Netherlands has been obtained, this Agreement shall enter into force on the date of receipt by the UNICEF of a relevant notification from the Netherlands Government. Nevertheless the Government and the Fund shall provisionally apply the provisions of the present Agreement for a period not exceeding one year as from the date on which the Agreement has been signed.

It shall remain in force until the termination of all plans of operations approved under this Agreement, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in Netherlands New Guinea.

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.

B. In case of disagreement as to whether the terms of this Agreement (excepting article IX) are being complied with, the matter shall be referred to the Programme Committee of the Executive Board of the Fund for appropriate action.

DONE in duplicate in the English language and signed at United Nations, New York, the 31st day of December, 1954.

For the Kingdom of the Netherlands in behalf of Netherlands New Guinea :

(Signed) M. D. J. VON BALLUSECK
Permanent Representative of the Netherlands to the United Nations

For the United Nations Children's Fund :

(Signed) E. J. R. HEYWARD
Deputy Executive Director