

No. 6368

**UNITED NATIONS SPECIAL FUND
and
JAPAN**

Agreement concerning assistance from the Special Fund for the establishment of an International Institute of Seismology and Earthquake Engineering (with exchange of letters). Signed at New York, on 31 October 1962

Official text: English.

Registered ex officio on 16 November 1962.

**FONDS SPÉCIAL DES NATIONS UNIES
et
JAPON**

Accord concernant une assistance du Fonds spécial pour la création d'un Institut international de sismologie et de techniques relatives aux tremblements de terre (avec échange de lettres). Signé à New York, le 31 octobre 1962

Texte officiel anglais.

Enregistré d'office le 16 novembre 1962.

No. 6368. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE UNITED NATIONS SPECIAL FUND CONCERNING ASSISTANCE FROM THE SPECIAL FUND FOR THE ESTABLISHMENT OF AN INTERNATIONAL INSTITUTE OF SEISMOLOGY AND EARTHQUAKE ENGINEERING. SIGNED AT NEW YORK, ON 31 OCTOBER 1962

WHEREAS the Government of Japan, supported by the Governments of Chile, Indonesia, the Philippines and Turkey, has requested assistance from the United Nations Special Fund in accordance with resolution 1240 (XIII)² of the General Assembly of the United Nations for the establishment of an International Institute of Seismology and Earthquake Engineering in Japan to be undertaken by the Government of Japan by expanding and strengthening with such assistance its existing programme of international training in seismology and earthquake engineering ;

WHEREAS the Special Fund is prepared to provide the Government of Japan with such assistance for that purpose ;

NOW THEREFORE the Government of Japan and the Special Fund have entered into this Agreement in a spirit of friendly co-operation.

Article I

ASSISTANCE TO BE PROVIDED BY THE SPECIAL FUND

1. This Agreement embodies the basic conditions regarding the execution of the project under which an International Institute of Seismology and Earthquake Engineering will be established by the Government of Japan (hereinafter referred to as "the Government") with the assistance of the Special Fund and also lays down the conditions under which such assistance will be extended.
2. A Plan of Operation for the project shall be agreed to in writing by the Government, the Special Fund and the United Nations Educational, Scientific and Cultural Organization as the Executing Agency (hereinafter referred to as "the Executing Agency"). The terms of this Agreement shall apply to the Plan of Operation.

¹ Applied provisionally as from 31 October 1962, in accordance with the provisions of the exchange of letters (see p. 184 of this volume).

² United Nations, *Official Records of the General Assembly, Thirteenth Session, Supplement No. 18 (A/4090)*, p. 11.

3. The Special Fund undertakes to make available such sums as may be specified in the Plan of Operation for the execution of the project, in accordance with the relevant and applicable resolutions and decisions of the appropriate United Nations organs, in particular resolution 1240 (XIII) of the General Assembly, and subject to the availability of funds.
4. The Government on its part assumes the obligation for, and undertakes to provide, its contribution under Articles IV and V of this Agreement, on the basis of its relevant and applicable laws and in accordance with its annual budgetary appropriations.

Article II

EXECUTION OF PROJECT

1. The Parties hereby agree that the Executing Agency shall participate on behalf of the Special Fund in the execution or administration of the project. The sums referred to in Article I above shall be disbursed to the Executing Agency by agreement between the Special Fund and the Executing Agency.
2. The Government agrees that the Executing Agency, in carrying out the project, shall have the status, vis-à-vis the Special Fund, of an independent contractor. Accordingly, the Special Fund shall not be liable for the acts or omissions of the Executing Agency or of persons performing services on its behalf. The Executing Agency shall not be liable for the acts or omissions of the Special Fund or of persons performing services on behalf of the Special Fund.
3. Any agreement between the Government and the Executing Agency concerning the execution of the project shall be subject to the provisions of this Agreement and shall require the prior concurrence of the Managing Director of the Special Fund.
4. Any equipment, materials, supplies and other property belonging to the Special Fund or the Executing Agency which may be utilized or provided by either or both in the execution of the project shall remain their property unless and until such time as title thereto may be transferred to the Government on terms and conditions mutually agreed upon between the Government and the Special Fund or the Executing Agency.

Article III

INFORMATION CONCERNING PROJECT

1. The Government shall furnish the Special Fund with such relevant documents, accounts, records, statements and other information as the Special Fund may request concerning the execution of the project or its continued feasibility and soundness, or concerning the compliance by the Government with any of its responsibilities under this Agreement.

2. The Special Fund undertakes that the Government will be kept currently informed of the progress of operations on the project executed under this Agreement. Either Party shall have the right, at any time, to observe the progress of any operations carried out under this Agreement.
3. The Government shall, subsequent to the completion of the project, make available to the Special Fund at its request information as to benefits derived from and activities undertaken to further the purposes of the project, and will permit observation by the Special Fund for this purpose.
4. The Government will also make available to the Executing Agency all information concerning the project necessary or appropriate to its execution and all information necessary or appropriate to an evaluation, after its completion, of the benefits derived from and activities undertaken to further the purpose of the project.
5. The Parties shall consult each other regarding the publication as appropriate of any information relating to the project or to benefits derived therefrom.

Article IV

PARTICIPATION AND CONTRIBUTION OF THE GOVERNMENT IN EXECUTION OF PROJECT

1. The Government shall participate and co-operate in the execution of the project covered by this Agreement. It shall, in particular, perform all the acts required of it in the Plan of Operation, including the provision of materials, equipment, supplies, labour and professional services available within the country.
2. The Government shall as appropriate display suitable signs at the project identifying it as one assisted by the Special Fund and the Executing Agency.

Article V

LOCAL FACILITIES TO BE PROVIDED BY THE GOVERNMENT TO THE SPECIAL FUND AND THE EXECUTING AGENCY

1. The Government shall assist the Special Fund and the Executing Agency in executing the project by paying or arranging to pay for the following local facilities as specified in the Plan of Operation, required to fulfil the programme of work :
 - (a) The local living costs of experts assigned by the Special Fund or the Executing Agency to Japan under this Agreement ;
 - (b) Local administrative and clerical services, including the necessary local secretarial help, interpreter-translators, and related assistance ;

- (c) Transportation of personnel, supplies and equipment within the country ;
 - (d) Postage and telecommunications for official purposes.
2. Moneys paid under the provisions of this Article shall be paid to the Special Fund and shall be administered in accordance with the applicable financial regulations of the Special Fund.
 3. Any of the local services and facilities referred to in paragraph 1 above in respect of which payment is not made by the Government to the Special Fund shall be furnished in kind by the Government to the extent specified in the Plan of Operation.
 4. The Government also undertakes to furnish in kind the following local services and facilities :
 - (a) The necessary office space and other premises ;
 - (b) Appropriate medical facilities and services for experts engaged in the project.
 5. The Government undertakes to provide such assistance as it may be in a position to provide for the purpose of finding suitable housing accommodation for experts assigned to the country under this Agreement.

Article VI

RELATION TO ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of the project is obtained by either Party from other sources, the Parties shall consult each other and the Executing Agency with a view to effective co-ordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements with other entities co-operating with the Government in the execution of the project.

Article VII

USE OF ASSISTANCE

The Government shall exert its best efforts to make the most effective use of the assistance provided by the Special Fund and the Executing Agency and shall use such assistance for the purpose for which it is intended. The Government shall take such steps to this end as are specified in the Plan of Operation.

Article VIII

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations and its organs, including the Special Fund, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the United Nations.¹
2. The Government shall apply to the Executing Agency, its property, funds and assets and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies² including the Annex IV³ of the Convention.
3. The Government shall take any measures which may be necessary to exempt the Special Fund and the Executing Agency and their officials from regulations and other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of the project. It shall, in particular, grant them, in accordance with procedures prescribed in the Government's regulations, the following rights and facilities :
 - (a) The prompt issuance without cost of necessary visas, licences or permits ;
 - (b) Access to the site of work and all necessary rights of way ;
 - (c) Free movement, whether within or to or from the country, to the extent necessary for proper execution of the project ;
 - (d) The most favourable legal rate of exchange ;
 - (e) Any permits necessary for the importation of equipment, materials and supplies in connexion with this Agreement and for their subsequent exportation ; and
 - (f) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the Special Fund or of the Executing Agency and for the subsequent exportation of such property.
4. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Special Fund or the Executing Agency, or against

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 ; Vol. 180, p. 296 ; Vol. 202, p. 320 ; Vol. 214, p. 348 ; Vol. 230, p. 427 ; Vol. 231, p. 347 ; Vol. 247, p. 384 ; Vol. 248, p. 358 ; Vol. 252, p. 308 ; Vol. 254, p. 404 ; Vol. 261, p. 373 ; Vol. 266, p. 363 ; Vol. 270, p. 372 ; Vol. 271, p. 382 ; Vol. 280, p. 346 ; Vol. 284, p. 361 ; Vol. 286, p. 329 ; Vol. 308, p. 300 ; Vol. 316, p. 268 ; Vol. 340, p. 323 ; Vol. 376, p. 402 ; Vol. 381, p. 348 ; Vol. 399, p. 249 ; Vol. 405, p. 275 ; Vol. 411, p. 289 ; Vol. 415, p. 422 ; Vol. 423, p. 276 ; Vol. 426, p. 333 ; Vol. 429, p. 246 ; Vol. 437 ; Vol. 442, and Vol. 443.

² See footnote 1, p. 292 of this volume.

³ United Nations, *Treaty Series*, Vol. 33, p. 296.

the personnel of either, and shall hold the Special Fund, the Executing Agency and the above-mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Parties hereto and the Executing Agency that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article IX

SETTLEMENT OF DISPUTES

Any dispute between the Government and the Special Fund arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article X

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date on which the Managing Director of the Special Fund receives from the Government a note indicating its acceptance of this Agreement, and shall continue in force until terminated under paragraph 3 below.
2. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.
4. The obligations assumed by the Parties under Articles III and VII shall survive the termination of this Agreement. The obligations assumed by the Government under Article VIII hereof shall survive the termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of the Special Fund and of the Executing Agency.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and of the Special Fund, respectively, have on behalf of the Parties signed the present Agreement at New York this 31 day of October 1962.

For the Government :
(Signed) Katsuo OKAZAKI
Ambassador Extraordinary
and Plenipotentiary
Permanent Representative
to the United Nations

For the Special Fund :
(Signed) Paul G. HOFFMAN
Managing Director
Special Fund

EXCHANGE OF LETTERS

I

PERMANENT MISSION OF JAPAN TO THE UNITED NATIONS NEW YORK

31 October 1962

Sir,

With reference to the Agreement between the Government of Japan and the United Nations Special Fund concerning assistance from the Special Fund for the establishment of an International Institute of Seismology and Earthquake Engineering signed today,¹ I have the honour to inform you of the following :

1. With regard to Article VIII, paragraphs 1 and 2, these paragraphs are understood to apply "in regard to the execution of the project".
2. With regard to Article VIII, paragraph 4:
 - (a) The claims referred to in the phrase "The Government shall be responsible for dealing with any claims which may be brought by third parties against the Special Fund or the Executing Agency or against the personnel of either..." are to be understood as meaning claims resulting from operation under this Agreement.
 - (b) It is further understood that the responsibility for dealing with such claims will not be interpreted as placing the obligation on the Government of Japan to become a party, or to act on behalf of a party, in litigation.
 - (c) The expression "operations under this Agreement" means the "acts done by the Special Fund, the Executing Agency or the personnel of either in the course of, or directly connected with, the performance of their mission".

¹ See p. 172 of this volume.

3. The Government of Japan is willing to consider entering in due course into a basic Agreement, which, upon its entry into force, will supersede the Agreement signed today.

I further have the honour to inform you that, notwithstanding Article X, paragraph 1 of the Agreement, in view of the desirability of establishing the Institute as soon as possible, the Government of Japan undertakes to implement, within the limits of its administrative power, the substance of the Agreement as of today's date, pending its entry into force in accordance with Article X, paragraph 1 thereof.

Accept, Sir, the assurances of my highest consideration.

For the Government:

Katsuo OKAZAKI
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan to the United Nations

Mr. Paul G. Hoffman
Managing Director
United Nations Special Fund
United Nations
New York 17, N.Y.

II

31 October 1962

Sir,

I have the honour to acknowledge the receipt of your letter of today, which reads as follows :

[See letter I]

It shall also be understood that the Special Fund shall give provisional application to the Agreement from today's date.

It gives me pleasure to confirm the agreement of the Special Fund to the understanding contained in your communication quoted above.

Accept, Sir, the assurances of my highest consideration,

For the Special Fund:

Paul G. HOFFMAN
Managing Director
Special Fund

His Excellency Mr. Katsuo Okazaki
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
New York 17, N.Y.

III

PERMANENT MISSION OF JAPAN TO THE UNITED NATIONS
NEW YORK

31 October 1962

Sir,

With reference to the Agreement between the Government of Japan and the United Nations Special Fund concerning assistance from the Special Fund for the establishment of an International Institute of Seismology and Earthquake Engineering signed today, I have the honour to inform you of the following :

With regard to Article VIII, Paragraph 3 (*d*), the basic rate of exchange of the Japanese currency is, according to the regulations of Japan, unitary for all kinds of transactions, but the actual rate of buying and/or selling may fluctuate within a narrow range around the basic rate. For example, the basic rate for the U.S. dollar is ¥ 360. Around this basic rate, the authorized Foreign Exchange Banks are allowed to decide the actual commercial buying and/or selling rate within a certain range. To illustrate, the T.T. rate for the U.S. dollar is between ¥ 361.80 and ¥ 358.20, which corresponds to 0.5% of the basic rate in either direction.

I have further the honour to request you to be good enough to take note of the above explanation.

Very truly yours,

For the Government :

Katsuo OKAZAKI

Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan to the United Nations

Mr. Paul G. Hoffman
Managing Director
United Nations Special Fund
United Nations
New York 17, N.Y.

IV

31 October 1962

Sir,

I have the honour to acknowledge the receipt of your letter of today, which reads as follows :

[*See letter III*]

It gives me pleasure to confirm the agreement of the Special Fund to the understanding contained in your communication quoted above.

Accept, Sir, the assurances of my highest consideration,

For the Special Fund :
Paul G. HOFFMAN
Managing Director
Special Fund

His Excellency Mr. Katsuo Okazaki
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
New York 17, N.Y.
