

No. 7419

**UNITED NATIONS SPECIAL FUND
and
AUSTRALIA**

Agreement (with exchange of letters) concerning assistance from the Special Fund for a project of research on the control of the coconut rhinoceros beetle. Signed at New York, on 30 September 1964

Official text: English.

Registered ex officio on 30 September 1964.

**FONDS SPÉCIAL DES NATIONS UNIES
et
AUSTRALIE**

Accord (avec échange de lettres) relatif à une assistance du Fonds spécial pour un projet de recherche sur la lutte contre l'orycte rhinocéros du cocotier. Signé à New York, le 30 septembre 1964

Texte officiel anglais.

Enregistré d'office le 30 septembre 1964.

No. 7419. AGREEMENT¹ BETWEEN THE UNITED NATIONS SPECIAL FUND AND THE GOVERNMENT OF AUSTRALIA CONCERNING ASSISTANCE FROM THE SPECIAL FUND FOR A PROJECT OF RESEARCH ON THE CONTROL OF THE COCONUT RHINOCEROS BEETLE. SIGNED AT NEW YORK, ON 30 SEPTEMBER 1964

WHEREAS the Government of Australia being a Government participating in the South Pacific Commission² and being desirous of furthering the Commission's agreed policies, in particular on behalf of trust and other territories for the international relations of which the Government is responsible, has requested assistance from the United Nations Special Fund in accordance with Resolution 1240 (XIII)³ of the General Assembly of the United Nations for a project (hereinafter referred to as "the project") jointly agreed by Governments participating in the South Pacific Commission, on the eradication of the rhinoceros beetle and related insects in the South Pacific area;

WHEREAS the Special Fund is prepared to provide the Government of Australia as a Government participating in the South Pacific Commission with such assistance for the purpose of promoting social progress and better standards of life and advancing the economic, social and technical development of the South Pacific area;

NOW THEREFORE the Government 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 conditions under which the Special Fund shall provide the Government with assistance and also lays down the basic conditions under which the project will be executed.
2. A Plan of Operation for the project shall be agreed to in writing by the Government, the Special Fund and the Executing Agency pursuant to this

¹ Came into force on 30 September 1964, upon signature, in accordance with article X (1).

² For text of the Agreement establishing the South Pacific Commission, signed at Canberra on 6 February 1947, see United Nations, *Treaty Series*, Vol. 97, p. 227; Vol. 124, p. 320, and Vol. 201, p. 374.

³ United Nations, *Official Records of the General Assembly, Thirteenth Session, Supplement No. 18 (A/4090)*, p. 11.

Agreement, and shall then constitute an integral part of this Agreement. Any reference herein to the Agreement shall be deemed to include the Plan of Operation.

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 described therein, 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. Compliance by the Government with any prior obligations specified in the Plan of Operation as necessary for the execution of the project shall be a condition of performance by the Special Fund and by the Executing Agency of their responsibilities under this Agreement. In case execution of the project is commenced before compliance by the Government with any related prior obligations, such execution may be terminated or suspended at the discretion of the Special Fund.

Article II

EXECUTION OF PROJECT

1. The Parties hereby agree that the project shall be executed or administered on behalf of the Special Fund by the Executing Agency, to which the sums referred to in Article I above shall be disbursed 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.

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 the execution of the project, 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 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. If so provided in the Plan of Operation, the Government shall pay, or arrange to have paid, to the Special Fund the sums required, to the extent specified in the Plan of Operation, for the provision of labour, materials, equipment and supplies available within the country.
3. Moneys paid to the Special Fund in accordance with the preceding paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the Special Fund.

4. Any moneys remaining to the credit of the account designated in the preceding paragraph at the time of the completion of the project in accordance with the Plan of Operation shall be repaid to the Government after provision has been made for any unliquidated obligations in existence at the time of the completion of the project.
5. The Government shall as appropriate display suitable signs identifying the project 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. In addition to the payment referred to in Article IV, paragraph 2, above, 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 required to fulfil the programme of work specified in the Plan of Operation :
 - (a) The local living costs of experts and other personnel assigned by the Special Fund or the Executing Agency to the country under this Agreement, as shall be specified in the Plan of Operation;
 - (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 Article IV, paragraphs 3 and 4.
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 international personnel 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 international personnel 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

CO-OPERATION OF THE GOVERNMENT

1. The Government shall take any measures which may be necessary to remove any obstacles which may interfere with operations under this Agreement, and it shall in particular grant to the Special Fund and the Executing Agency and their officials and any other persons performing services on their behalf rights to the following :

- (a) The prompt issuance without cost of necessary visas, licenses 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, or other persons performing services on their behalf, and for the subsequent exportation of such property.

2. 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, against the personnel of either, or against other persons performing services on behalf of either under this Agreement, 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 such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article IX

SETTLEMENT OF DISPUTES

Any dispute between the Special Fund and the Government 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 PROVISION

1. This Agreement shall enter into force upon signature, and shall continue in force until terminated under paragraph 3 below.

2. This Agreement may be modified by written agreement between the Parties hereto. 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, IV and VII shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under Article VIII hereof shall survive the expiration or 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 Special Fund and of the Government, respectively, have on behalf of the Parties signed the present Agreement at New York this 30th day of September, 1964.

For the Special Fund :

Paul G. HOFFMAN
Managing Director
United Nations Special Fund

For the Government :

D. O. HAY
Ambassador Extraordinary and Pleni-
potentiary, Permanent Representa-
tive of Australia to the United
Nations

EXCHANGE OF LETTERS

I

AUSTRALIAN MISSION TO THE UNITED NATIONS

30 September 1964

Sir,

I have the honour to refer to the Agreement signed today between the Government of Australia and the United Nations Special Fund concerning assistance from the Special Fund for a project of research on the control of the coconut rhinoceros beetle.

I am instructed by my Government to convey to you the observation that in regard to sub-paragraphs (e) and (f) of paragraph 1 of Article VIII of the Agreement, the Australian Government understands that these sub-paragraphs will not oblige it to permit the importation of articles whose importation is prohibited or restricted by Australian laws and regulations which concern public health, security or morality, or which are designed to prevent the introduction into Australia of plant or animal diseases.

This understanding does not affect such obligations as may have been assumed by the Australian Government under the Conventions on the Privileges and Immunities of the United Nations¹ and the Specialized Agencies.²

If the foregoing observation meets with the assent of the Special Fund, I have the honour to suggest that the present letter, together with your reply in that sense, shall be regarded as placing on record the position of the Government of Australia and of the Special Fund on this matter.

Accept, Sir, the assurance of my high consideration.

D. O. HAY
Permanent Representative of Australia

Mr. Paul G. Hoffman
Managing Director,
United Nations Special Fund
United Nations Headquarters
New York

II

UNITED NATIONS SPECIAL FUND

SF 332

30 September 1964

Sir,

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

[See letter I]

It gives me pleasure to confirm that your letter, together with my reply, shall be regarded as placing on record the position of the Government of Australia and the Special Fund on this matter.

Accept, Sir, the assurances of my highest consideration.

Paul G. HOFFMAN
Managing Director

H. E. Mr. D. O. Hay, C.B.E., D.S.O.
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Australia
to the United Nations
New York

¹ United Nations, *Treaty Series*, Vol. 1, p. 15, and Vol. 90, p. 327 (corrigendum to Vol. 1, p. 18).

² United Nations, *Treaty Series*, Vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see Vol. 71, p. 318; Vol. 79, p. 326; Vol. 117, p. 386; Vol. 275, p. 298; Vol. 314, p. 308; Vol. 323, p. 364; Vol. 327, p. 326; Vol. 371, p. 266, and Vol. 423, p. 284.