

No. 8617

**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,
INTERNATIONAL TELECOMMUNICATION
UNION,
WORLD METEOROLOGICAL ORGANIZATION,
INTERNATIONAL ATOMIC ENERGY AGENCY,
UNIVERSAL POSTAL UNION
and INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION
and
NETHERLANDS**

**Agreement concerning technical assistance to Surinam and
the Netherlands Antilles. Signed at New York, on
19 April 1967**

Official text : English.

Registered ex officio on 19 April 1967.

No. 8617. 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, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE UNIVERSAL POSTAL UNION AND THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS CONCERNING TECHNICAL ASSISTANCE TO SURINAM AND THE NETHERLANDS ANTILLES. SIGNED AT NEW YORK, ON 19 APRIL 1967

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, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union and the Inter-Governmental Maritime Consultative Organization, organizations participating in the technical assistance sector of the United Nations Development Programme (hereinafter called "the Organizations") 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 Organizations, which are intended to promote the economic and social progress and development of peoples ;

Have entered into this Agreement in a spirit of friendly cooperation.

¹ Applied provisionally from 19 April 1967, the date of signature, in accordance with article VII.1 (b).

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government of Surinam or the Netherlands Antilles, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government of Surinam or the Netherlands Antilles shall co-operate in arranging, on the basis of the requests received from the Government concerned and approved by the Organizations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.

The Government of the Kingdom assumes international responsibility for any arrangements concluded or undertakings entered into by the Government of Surinam or the Netherlands Antilles 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 relevant resolutions and decisions of the assemblies, conferences and other organs of the Organizations ; technical assistance rendered within the technical assistance sector of the United Nations Development Programme shall, in particular, be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949,¹ and in Resolution 2029 (XX) of 22 November 1965² of the General Assembly of the United Nations.

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 Government of Surinam or the Netherlands Antilles ;
- (b) organizing and conducting seminars, training programmes, demonstration projects, experts working groups, and related activities in such places as may be mutually agreed upon ;
- (c) awarding scholarships and fellowships or making other arrangements, under which candidates nominated by the Government of Surinam or the Netherlands Antilles and approved by the Organizations 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 Organizations and the Government of Surinam or the Netherlands Antilles.

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

² United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 20.

4. (a) Experts who are to render advice and assistance to or through the Government of Surinam or the Netherlands Antilles shall be selected by the Organizations in consultation with that Government. They shall be responsible to the Organizations concerned.

(b) In the performance of their duties, the experts shall act in close consultation with the Government of Surinam or the Netherlands Antilles and with persons or bodies so designated by the Government concerned, and shall comply with instructions from the Government concerned 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 Organizations concerned and the Government of Surinam or the Netherlands Antilles.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government of Surinam or the Netherlands Antilles may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

5. Any technical equipment or supplies which may be furnished by the Organizations shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organizations concerned and the Government of Surinam or the Netherlands Antilles.

6. The Government of Surinam or the Netherlands Antilles shall be responsible for dealing with any claims which may be brought by third parties against the Organizations and their experts, agents or employees and shall hold harmless such Organizations and their experts, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government of Surinam or the Netherlands Antilles, the Administrator of the United Nations Development Programme, and the Organizations concerned that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

Article II

CO-OPERATION OF THE GOVERNMENT OF SURINAM OR THE NETHERLANDS ANTILLES CONCERNING TECHNICAL ASSISTANCE

1. The Government of Surinam or the Netherlands Antilles shall do everything within its means to ensure the effective use of the technical assistance provided and, in particular, agrees to 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 Government of Surinam or the Netherlands Antilles and the Organizations 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 Organizations themselves.

3. In any case, the Government of Surinam or the Netherlands Antilles will, as far as practicable, make available to the Organizations concerned information on the actions taken as a consequence of the assistance rendered and on the results achieved, if requested by the Organizations.

4. The Government of Surinam or the Netherlands Antilles shall associate with the experts such technical staff as may be mutually agreed upon and as may be necessary to give full effect to the provision of Article I, paragraph 4 (c).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATIONS

1. The Organizations shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside Surinam or the Netherlands Antilles 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 Surinam or the Netherlands Antilles ;
- (c) The cost of any travel outside Surinam or the Netherlands Antilles ;
- (d) Insurance of the experts ;
- (e) Purchase and transport to and from the point of entry into Surinam or the Netherlands Antilles of any equipment or supplies provided by the Organization ;
- (f) Any other expenses outside Surinam or the Netherlands Antilles approved by the Organizations concerned.

2. The Organizations concerned shall defray such expenses in local currency of Surinam or the Netherlands Antilles as are not payable by the Government of Surinam or the Netherlands Antilles under Article IV, paragraphs 1 and 2 of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT OF SURINAM OR THE NETHERLANDS ANTILLES

1. The Government of Surinam or the Netherlands Antilles 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 Surinam or the Netherlands Antilles ;
- (d) Transportation of personnel, supplies and equipment for official purposes within Surinam or the Netherlands Antilles, including local transport ;
- (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 Surinam or the Netherlands Antilles.

2. (a) The local allowances of experts shall be paid by the Organizations, but the Government of Surinam or the Netherlands Antilles shall contribute toward such local allowances an amount which shall be computed by the Administrator of the United Nations Development Programme in accordance with the relevant resolutions and decisions of the Economic and Social Council, the Governing Council of the United Nations Development Programme, and other governing bodies, concerning the technical assistance sector of the said Programme.

(b) Before the beginning of each year or of a mutually agreed upon period of months, the Government of Surinam or the Netherlands Antilles shall pay an advance against its contribution in such amount as may be determined by the Administrator of the United Nations Development Programme under the resolutions and decisions referred to in the preceding paragraph. At the end of each such year or period the Government of Surinam or the Netherlands Antilles will pay or be credited with, as the case may be, the difference between the amount paid by it in advance and the full amount of its contribution payable in accordance with (a) above.

(c) The contributions of the Government of Surinam or the Netherlands Antilles toward such local allowances shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, 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 Organizations for service in Surinam or the Netherlands Antilles pursuant to this Agreement except any representative in the country of the United Nations Development Programme and his staff.

(e) The Government of Surinam or the Netherlands Antilles and the Organization concerned may agree on other arrangements for financing the local allowance of

those experts whose services are made available under a technical assistance programme financed from the regular budget of one of the Organizations.

3. In appropriate cases the Government of Surinam or the Netherlands Antilles shall put at the disposal of the Organizations 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 Government of Surinam or the Netherlands Antilles shall defray such portion of the expenses to be paid outside Surinam or the Netherlands Antilles, as are not payable by the Organizations and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government of the Kingdom, and the Government of Surinam or the Netherlands Antilles, insofar as it is not already bound to do so, shall apply to the Organizations, their property, funds and assets, and to their officials, including technical assistance experts :

- (a) in respect of the United Nations, the Convention on the Privileges and Immunities of the United Nations ;¹
- (b) in respect of the Specialized Agencies, the Convention on the Privileges and Immunities of the Specialized Agencies ;² and
- (c) in respect of the International Atomic Energy Agency, the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.³

2. The Government of the Kingdom, and the Government of Surinam or the Netherlands Antilles shall take all practical measures to facilitate the activities of the Organizations under this Agreement and to assist experts and other officials of the Organizations in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organizations, their experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

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 ; Vol. 423, p. 284, and Vol. 559, p. 345.

³ United Nations, *Treaty Series*, Vol. 374, p. 147.

Article VI

SETTLEMENT OF DISPUTES

Any dispute between the Organization(s) and the Government of the Kingdom 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 a third, who shall be the chairman. If within sixty days of the request for arbitration either Party has not appointed an arbitrator or if within sixty 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 VII

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 Administrator of the United Nations Development Programme of a relevant notification from the Government of the Kingdom.

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

2. This Agreement shall replace the Agreement concluded at New York on 6 October 1954¹ between the United Nations, the International Labour Organization, 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 on the one hand, and the Government of the Kingdom of the Netherlands on the other hand, concerning technical assistance to the overseas parts of the Kingdom of the Netherlands for whose International relations the Government of the Kingdom is responsible.

3. The provisions of this Agreement shall not apply to technical assistance rendered to the Government of Surinam or the Netherlands Antilles by the Organizations under their regular programmes of technical assistance, where such regular programmes of technical assistance are governed by any agreement which the Government of the Kingdom and those Organizations may conclude relating thereto.

¹ United Nations, *Treaty Series*, Vol. 201, p. 75.

4. This Agreement may be modified by agreement between the Organizations concerned and the Government of the Kingdom. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organizations 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 Organizations. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.

5. This Agreement may be terminated by all or any of the Organizations, 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.

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 19th day of April 1967 in the English language in two copies.

For the Government of the Kingdom of the Netherlands :

J. G. DE BEUS

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, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union and the Inter-Governmental Maritime Consultative Organization :

Paul G. HOFFMAN