

No. 8864

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

**Agreement concerning the activities of the United Nations  
Children's Fund in the territory of Papua and the Trust  
Territory of New Guinea. Signed at New York, on 21 De-  
cember 1967**

*Official text: English.*

*Registered ex officio on 21 December 1967.*

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**FONDS DES NATIONS UNIES POUR L'ENFANCE  
et  
AUSTRALIE**

**Accord concernant les activités du Fonds des Nations Unies  
pour l'enfance dans le territoire du Papua et le terri-  
toire sous tutelle de la Nouvelle-Guinée. Signé à New  
York, le 21 décembre 1967**

*Texte officiel anglais.*

*Enregistré d'office le 21 décembre 1967.*

No. 8864. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF AUSTRALIA CONCERNING THE ACTIVITIES OF THE UNITED NATIONS CHILDREN'S FUND IN THE TERRITORY OF PAPUA AND THE TRUST TERRITORY OF NEW GUINEA. SIGNED AT NEW YORK, ON 21 DECEMBER 1967

Whereas the General Assembly of the United Nations established the United Nations Children's Fund (hereinafter called " UNICEF ") as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs, particularly in developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of countries receiving assistance;

And whereas the Government of Australia (hereinafter called " the Government ") desires UNICEF co-operation in relation to projects to be carried out in the Territory of Papua and the Trust Territory of New Guinea (hereinafter called " the Territories ") for the above purposes;

UNICEF and the Government have agreed as follows :

*Article I*

REQUESTS TO UNICEF AND PLANS OF OPERATIONS

1. This Agreement establishes the basic conditions and the mutual undertakings governing projects in the Territories in which UNICEF and the Government are participating.
2. Whenever the Government wishes to obtain the co-operation of UNICEF, it shall inform UNICEF in writing, giving a description of the proposed project and the extent of the proposed participation of the Government and UNICEF in its execution.
3. UNICEF shall consider such requests on the basis of its available resources, its assistance policies and the need for assistance.
4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to the furnishing of

<sup>1</sup> Came into force on 21 December 1967, upon signature, in accordance with article VIII (1).

supplies, equipment, services or other assistance, shall be set forth in a Plan of Operations to be signed by the Government and UNICEF, and when appropriate, by other organisations participating in the project. The provisions of this Agreement shall apply to each Plan of Operations.

## *Article II*

### USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE FURNISHED BY UNICEF

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the Territories, except as, in the case of transport and large items of equipment, may be otherwise provided in the Plan of Operations. UNICEF reserves the right to require the return of any supplies or equipment furnished by it which are not used for the purposes of the Plan of Operations.
2. The Government shall take the necessary measures to ensure that the supplies and equipment and other assistance furnished by UNICEF are distributed or used equitably and efficiently, without discrimination because of race, creed, nationality status or political belief, in accordance with the Plan of Operations. No beneficiary shall be required to pay for supplies furnished by UNICEF.
3. UNICEF may arrange to place on the supplies and equipment furnished by it such markings as are deemed necessary by UNICEF to indicate that the supplies are provided by UNICEF.
4. The Government shall make the arrangements for and shall pay the expenses relating to the reception, unloading, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF.

## *Article III*

### ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

The Government shall maintain and prepare such accounting and statistical records and reports with respect to the execution of Plans of Operations as may be mutually agreed to be necessary, and shall furnish any such records and reports to UNICEF at its request.

## *Article IV*

### CO-OPERATION BETWEEN THE GOVERNMENT AND UNICEF

1. UNICEF may, from time to time, send authorised officers to the Territories to consult and co-operate with the appropriate officials of the Government with respect to the review and preparation of proposed projects and Plans of Operations, and the shipment, receipt, distribution or use of the supplies and equip-

ment furnished by UNICEF, and to advise UNICEF on the progress of the Plans of Operations and on any other matter relating to the application of this Agreement. The Government shall permit authorised officers of UNICEF to observe all the phases of the execution of the Plans of Operations in the Territories.

2. The Government, in agreement with UNICEF, shall provide funds up to a mutually agreed amount to cover the cost of certain local services and facilities of the UNICEF Area Office servicing the Territories.

#### *Article V*

##### PUBLIC INFORMATION

The Government shall co-operate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

#### *Article VI*

##### CLAIMS AGAINST UNICEF

1. Subject to the provisions of this Article, the Government shall be responsible for dealing with any claims resulting from the execution of Plans of Operations within the Territories which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of Plans of Operations made pursuant to this Agreement, except where such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

2. In the event of the Government making any payment in accordance with the provisions of paragraph one of this Article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons.

3. This Article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.

4. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph one of this Article relates or for the fulfilment of the purposes of paragraph two.

*Article VII*

## PRIVILEGES AND IMMUNITIES

The Government shall in the Territories apply to UNICEF, as an organ of the United Nations, to its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the United Nations<sup>1</sup> to which Australia is a party. No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF so long as they are used in accordance with Plans of Operations.

*Article VIII*

## GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of signature.
2. This Agreement may be modified by written agreement between the Parties hereto. Any Plan of Operations may be modified by written agreement between the Parties thereto.
3. This Agreement may be terminated by either Party by written notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until the termination of all Plans of Operations.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and of UNICEF have, on behalf of the Parties, respectively signed the present Agreement.

For the Government :

Patrick SHAW  
Permanent Representative of Australia  
to the United Nations

For the United Nations  
Children's Fund :

Henry R. LABOUISSÉ  
Executive Director

New York, 21 December 1967

New York, 21 December 1967

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