

No. 9108

**UNITED NATIONS
(INCLUDING THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION),
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
AUSTRALIA**

**Agreement for the provision of technical assistance to
the Territory of Papua and the Trust Territory of
New Guinea (with exchange of letters). Signed at
New York, on 21 May 1968**

Official text : English.

Registered ex officio on 21 May 1968.

No. 9108. 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, THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE GOVERNMENT OF AUSTRALIA FOR THE PROVISION OF TECHNICAL ASSISTANCE TO THE TERRITORY OF PAPUA AND THE TRUST TERRITORY OF NEW GUINEA. SIGNED AT NEW YORK, ON 21 MAY 1968

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, the Inter-Governmental Maritime Consultative Organization and the United Nations Industrial Development Organization : organizations participating in the technical assistance sector of the United Nations Development Programme (hereinafter called "the Organizations"), and the Government of Australia (hereinafter called "the Government");

Desiring to give effect in the Territory of Papua and the Trust Territory of New Guinea (hereinafter called "the Territories") to the resolutions and decisions of the Organizations relating to technical assistance which are

¹ Came into force on 21 May 1968 by signature, in accordance with article VI (1).

intended to promote the economic and social progress and development of peoples;

Have entered into this Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall provide the Government with technical assistance for the Territories, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government shall co-operate in arranging, on the basis of requests received from the Government and approved by the Organizations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.
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 15th August, 1949,¹ and in Resolution 2029 (XX) of 22nd 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 for the Territories;
 - (b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;
 - (c) awarding scholarships and fellowships or making other arrangements, under which candidates nominated by the Government and approved by the Organizations concerned shall study or receive training outside the Territories;

¹ United Nations, *Official Records of the Economic and Social Council, Ninth Session, Supplement No. 1*, p. 4.

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

(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 between the Organizations and the Government.

4. (a) Experts who are to render advice and assistance in the Territories to or through the Government shall be selected by the Organizations in consultation with the 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 and with persons or bodies designated by the Government and shall comply with instructions from the Government 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.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff whom the Government 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 thereto may be transferred to the Government on terms and conditions mutually agreed upon between the Organizations concerned and the Government.

6. The Government shall be responsible for dealing with any claims resulting from operations in the Territories under this Agreement which may be brought by third parties against the Organizations jointly or separately and their experts, agents and employees and shall hold harmless the Organizations and their experts, agents and employees in case of any claims or liabilities resulting from such operations, except where it is agreed by the Government and the Administrator of the United Nations Development Programme and the Organization 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 CONCERNING TECHNICAL ASSISTANCE

1. The Government 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 and the Organizations concerned shall consult 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 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.

4. The Government shall associate with the experts such staff as may be mutually agreed upon and as may be necessary to give full effect to the provisions 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 the Territories 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 the Territories;
- (c) the cost of any travel outside the Territories;
- (d) insurance of the experts;
- (e) purchase and transport to and from the point of entry into the Territories of any equipment or supplies provided by the Organizations concerned;
- (f) other expenses outside the Territories approved by the Organizations concerned.

2. The Organizations concerned shall defray such expenses in the currency of the Territories as are not payable by the Government under Article IV paragraphs 1 and 2 of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of the technical assistance by paying for, or directly furnishing, the following facilities and services that are necessary to fulfil any programme of operations :

- (a) local personnel services, technical and administrative, including local secretarial help, interpreter-translators, and related assistance;
 - (b) the necessary office space and other premises;
 - (c) equipment and supplies produced within Australia and the Territories;
 - (d) transport of personnel, supplies and equipment for official purposes within Australia and the Territories;
 - (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 the Territories.
2. (a) The local allowances of experts shall be paid by the Organizations, but the Government shall contribute towards 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 any other period agreed between the Government and the Administrator of the United Nations Development Programme, the Government shall pay against its contribution an advance in such amount as may be determined by the Administrator under the resolutions and decisions referred to in sub-paragraph (a) of this paragraph. At the end of each such year or period, the Government shall 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 sub-paragraph (a) of this paragraph.
- (c) The contributions of the Government towards such local allowances shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, and in accordance with such procedures as may be agreed between the Government and the Administrator of the United Nations Development Programme.
- (d) The Government and an Organization may agree on other arrangements for financing the local allowance of experts whose services are made available under a technical assistance programme financed from the regular budget of the Organization.

(e) The term "expert" as used in this paragraph also includes any other technical assistance personnel assigned by the Organizations for service in the country pursuant to this Agreement except any Representative in the Territories of the United Nations Development Programme and his staff.

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

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall in the Territories apply :

(a) to the United Nations and its organs including the UNDP, its property, funds and assets, and to its officials, including technical assistance experts, the Convention on the Privileges and Immunities of the United Nations,¹ and

(b) to the Specialized Agencies, their property, funds and assets and to their officials, including technical assistance experts, the Convention on the Privileges and Immunities of the Specialized Agencies,² in regard to which the positions of the Government and of the Organizations have been placed on record in letters exchanged on the day of signature of this Agreement.

2. Until such time as the Government becomes a party to the Agreement on the Privileges and Immunities of the International Atomic Energy Agency,³ the Government shall give full and sympathetic consideration to any proposal for granting suitable privileges and immunities in the Terri-

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. 348.

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

tories to that Agency, its property, funds and assets, and to its officials and experts, either by amendment of this Agreement or otherwise.

3. The Government shall take all practicable 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.

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.
2. The provisions of this Agreement shall not apply to technical assistance rendered to the Government by an Organization under its regular programme of technical assistance, where such technical assistance is governed by an Agreement concluded between the Government and the Organization.
3. This Agreement may be modified by agreement between the Organizations then parties to the Agreement and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization or Organizations concerned and by the Government in keeping with the relevant resolutions and decisions of the Assemblies, Conferences, Councils and other organs of the Organization or of the Organizations. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by any other party.
4. If all or any of the Organizations should desire to withdraw from the Agreement and give written notice accordingly to the other parties to the Agreement, the Agreement shall cease to have effect, in relation to each Organization that so gives notice, on the 60th day after receipt by the Government of that notice. If the Government should desire that the Agreement cease to have effect between the Government and one or more of the Organizations and give written notice accordingly to that Organization or those Organizations and to the other parties to the Agreement, the Agreement shall cease to have effect between the Government and any such Organization on the 60th day after receipt by that Organization of the notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and of the Government, respectively, have on behalf of the parties signed the present Agreement done in duplicate at this twenty-first day of May 1968 in the English language.

For the Government of Australia :

Patrick SHAW, C.B.E.

Ambassador Extraordinary and Plenipotentiary,
Permanent Representative of the United
Nations

For the United Nations, the International Labour Organisation, the Food and Agricultural 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, the Inter-Governmental Maritime Consultative Organization and the United Nations Industrial Development Organization :

Paul G. HOFFMAN

Administrator of the United Nations Development
Programme

EXCHANGE OF LETTERS

I

AUSTRALIAN MISSION TO THE UNITED NATIONS

21st May 1968

Sir,

I have the honour to refer to the Agreement signed today between the Government of Australia and the Organizations participating in the technical assistance sector of the United Nations Development Programme for the furnishing of technical assistance to the Territory of Papua and the Trust Territory of New Guinea. In this connection I should like to convey to you the following observations of the Government of Australia concerning this Agreement :

(a) No activities involving the International Finance Corporation or involving accrual of income of the International Finance Corporation are envisaged under the Agreement.

(b) The services of persons ordinarily resident in Australia or in the Territories who are not officials of the Specialised Agencies at the time of approval by a Participating and Executing Agency of a request for assistance shall, if required on a particular assistance activity, be provided by the Government, unless otherwise agreed by the Parties.

(c) It will not be possible for the Government to give full effect to Article IV, section II, of the Convention on the Privileges and Immunities of the Specialised Agencies, which requires each State party to the Convention to grant specialised agencies in its territory, treatment not less favourable than that accorded by the Government of that State to any other Government in the matter of priorities, rates and taxes on telecommunications.

(d) With regard to paragraph I (b) of Article V, the Government understands that if a Specialised Agency wishes to import into the Territories any goods the importation of which is ordinarily prohibited or restricted by the laws in force in the Territories, it shall consult with the Government and give full and sympathetic consideration to representations made by the Government. This understanding does not affect such obligations as have been assumed by the Government of Australia with respect to the Conventions on the Privileges and Immunities of the United Nations and of the Specialised Agencies.

(e) The Government understands that any dispute between the UNDP or the Organization concerned and the Government under paragraph 6 of

Article I of the Agreement which cannot be settled by negotiation or other agreed mode of settlement shall, at the request of either Party, be resolved by arbitration. The procedures to be followed in any arbitration shall be substantially similar to those provided under Article IX of the Agreement between the Government and the United Nations Development Programme (Special Fund Sector).

If the foregoing observations are acceptable to the Organizations participating in the technical assistance sector of the United Nations Development Programme, 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 positions on this matter of the Government of Australia and of the Organizations participating in the technical assistance sector of the United Nations Development Programme.

Accept, Sir, the assurance of my highest consideration.

Patrick SHAW
Permanent Representative

Mr. Paul G. Hoffman
Administrator
United Nations Development Programme
New York, N.Y.

II

UNITED NATIONS DEVELOPMENT PROGRAMME

21 May 1968

Sir,

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

[See letter I]

The Organizations participating in the technical assistance sector of the United Nations Development Programme take note of the observations expressed by your Government as set out in the letter quoted above, and agree that your letter, together with this reply, shall be regarded as placing on record the positions on this matter of the Government of Australia and

of the Organizations participating in the technical assistance sector of the United Nations Development Programme. With respect to Article V of the Agreement I confirm that technical assistance experts are officials of the United Nations or of the Specialized Agencies.

Accept, Sir, the assurance of my highest consideration.

Paul G. HOFFMAN
Administrator
United Nations
Development Programme

His Excellency Mr. Patrick Shaw, C.B.E.
Ambassador Extraordinary and Plenipotentiary
Permanent Representative
to the United Nations
New York, N.Y.
