

No. 10593

**UNITED NATIONS
(INCLUDING THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION
and THE UNITED NATIONS CONFERENCE
ON TRADE AND DEVELOPMENT),
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
NEW ZEALAND**

**Revised Standard Agreement on technical assistance (with
exchange of letters). Signed at New York on 17 July 1970**

Authentic text : English.

Registered ex officio on 17 July 1970.

REVISED STANDARD AGREEMENT¹ BETWEEN THE UNITED NATIONS, INCLUDING THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT, 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 NEW ZEALAND

The United Nations, including the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development, 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 New Zealand;

Desiring to give effect in the territories for whose international relations New Zealand is responsible to the resolutions and decisions relating to tech-

¹ Came into force on 17 July 1970 by signature, in accordance with article VII (1).

nical 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 co-operation.

Article I

DEFINITIONS

In this Agreement :

“ Territories for whose international relations New Zealand is responsible ” means the Cook Islands, Niue and the Tokelau Islands;

“ Territory ” means the Cook Islands, Niue or the Tokelau Islands as the case may require;

“ Government ” means unless otherwise stated :

- (a) in respect of assistance rendered or to be rendered within the Cook Islands, the Government of the Cook Islands;
- (b) in respect of assistance rendered or to be rendered within Niue or the Tokelau Islands, the Government of New Zealand.

Article II

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to those territories for whose international relations New Zealand is responsible, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government of New Zealand shall co-operate in arranging, on the basis of the requests received from the Government of New Zealand and approved by the Organization concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities. The Government of New Zealand assumes international responsibility for any obligations imposed on the Government of the Cook Islands by this Agreement or by any arrangements entered into pursuant to this Agreement in the same manner as if such obligations had been imposed on the Government of New Zealand.

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 I¹ of Resolution 222A (IX)² of the Economic and Social Council of 15 August 1949, and in Resolution 2029 (XX)³ of 22 November 1965 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;
- (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 territory;
- (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 New Zealand.

4. (a) Experts who are to render advice and assistance 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 so 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 the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which those 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

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

² *Ibid.*, *Official Records of the Economic and Social Council, Ninth Session, Supplement No.1*, p. 4.

³ *Ibid.*, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 20.

may be transferred 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 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, 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 III

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 222A (IX) of the Economic and Social Council under the heading "Participation of Requesting Governments."

2. The Government 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 will, as far as practicable, make available to the Organization 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 technical staff as may be mutually agreed upon and as may be necessary to give full effect to the provision of Article II, paragraph 4 (c).

Article IV

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 territory concerned 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 territory;
- (c) The cost of any travel outside the territory;
- (d) Insurance of the experts;
- (e) Purchase and transport to and from the point of entry into the territory of any equipment or supplies provided by the Organizations;
- (f) Any other expenses outside the territory approved by the Organizations concerned.

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

Article V

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government 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 the territory;
- (d) Transportation of personnel, supplies and equipment for official purposes within the territory, 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 the territory.

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 a mutually agreed upon period of months, the Government 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 subparagraph (a) of this paragraph. At the end of each such year or period the Government 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 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, in accordance with such procedures as may be mutually agreed upon.

(d) The Government and any Organization 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 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 territory pursuant to this Agreement except any Representative in the territory 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 territory as are not payable by the Organizations and as may be mutually agreed upon.

Article VI

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall in the territory apply to the Organizations, their property, funds and assets, and to their officials, including technical assistance experts,

(a) in respect of the United Nations (including the United Nations Industrial Development Organization, the United Nations Conference on Trade

and Development and the United Nations Development Programme), 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 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.

Article VII

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 territories for whose international relations New Zealand is responsible by an organization under its regular programme of technical assistance, where such technical assistance is governed by an Agreement concluded between the Government of New Zealand and the Organization.

3. This Agreement may be modified by agreement between the Organizations and the Government of New Zealand. 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 of New Zealand in keeping with the relevant resolutions and decisions of the assemblies, conferences, councils and other organs of the Organization or Organizations. Each Party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by any other Party.

4. This Agreement may be terminated by all or any of the Organizations, so far as they are respectively concerned, or by the Government of

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

² *Ibid.*, 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; p. 559, p. 348, and vol. 645, p. 340.

³ *Ibid.*, vol., 374, p. 147.

New Zealand, in relation to all or any of the Organizations, upon written notice to the other Parties. The Agreement shall cease to have effect

- (a) between an Organization that has given such notice and the Government of New Zealand, on the 60th day following the receipt by the Government of New Zealand of that notice; and
- (b) between the Government of New Zealand and an Organization in respect of which the Government of New Zealand has given such notice, on the 60th day following the 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 at New York this 17th day of July 1970 in the English language in two copies.

For the Government of New Zealand :

[Signed]

JOHN VIVIAN SCOTT

Ambassador Extraordinary and Plenipotentiary,
Permanent Representative to the United
Nations

For the United Nations, including the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development, 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 :

[Signed]

PAUL G. HOFFMAN

Administrator, United Nations Development Programme

[SEAL]

EXCHANGE OF LETTERS

I

NEW ZEALAND MISSION TO THE UNITED NATIONS

NEW YORK

17 July 1970

3/118/2

Sir,

I have the honour to refer to the Agreement signed today between the Government of New Zealand and Organizations participating in the technical assistance sector of the United Nations Development Programme for the provision of technical assistance to the territories for whose international relations New Zealand is responsible. In this connection, I should like to convey to you the following observations of the Government of New Zealand concerning this Agreement :

(a) In connection with Article VI, paragraph 1 (b) of the Agreement, which requires the Government to apply to each specialised agency participating in the Agreement the Convention on the privileges and immunities of the specialized agencies, I should like to draw your attention to the declaration concerning article IV, section 11, of the Convention made by the Government of New Zealand in acceding thereto.¹ In applying the aforementioned Convention with respect to assistance rendered pursuant to the present Agreement, the Government would propose to act with reference to that declaration.

(b) The Government of New Zealand understands that any dispute between the United Nations Development Programme or a particular organization and the Government of New Zealand arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall, at the request of either Party, be submitted to arbitration. The procedures to be followed in any arbitration shall be substantially similar to those provided under article IX of the Agreement between the United Nations Special Fund and the Government of New Zealand concerning assistance from the Special Fund.²

¹ United Nations, *Treaty Series*, vol. 381, p. 352.

² *Ibid.*, vol. 470, p. 3.

If the foregoing observations are acceptable, 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 New Zealand and of the above-mentioned Organizations.

Accept, Sir, the assurances of my highest consideration.

[Signed]

J. V. SCOTT
Permanent Representative

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

II

UNITED NATIONS DEVELOPMENT PROGRAMME
NEW YORK

Sir,

17 July 1970

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

[See letter I]

I take note of the observations made 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 of the Government of New Zealand and of the above-mentioned Organizations on this matter.

Accept, Sir, the assurances of my highest consideration.

[Signed]

PAUL G. HOFFMAN
Administrator
United Nations Development Programme

His Excellency Mr. John Vivian Scott
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of New Zealand
to the United Nations