

**No. 5000**

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**UNITED NATIONS SPECIAL FUND  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**Agreement (with exchange of letters) concerning assistance  
from the Special Fund. Signed at New York, on 7 Jan-  
uary 1960**

*Official text: English.*

*Registered ex officio on 7 January 1960.*

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**FONDS SPÉCIAL DES NATIONS UNIES  
et  
ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD**

**Accord (avec échange de lettres) concernant une assistance  
du Fonds spécial. Signé à New-York, le 7 janvier 1960**

*Texte officiel anglais.*

*Enregistré d'office le 7 janvier 1960.*

No. 5000. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE UNITED NATIONS SPECIAL FUND CONCERNING ASSISTANCE FROM THE SPECIAL FUND. SIGNED AT NEW YORK, ON 7 JANUARY 1960

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WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland, on behalf of the Trust, Non-Self-Governing and other Territories for the international relations of which they are responsible (hereinafter referred to as the "Territories"), have requested assistance from the Special Fund in accordance with resolution 1240 (XIII)<sup>2</sup> of the General Assembly of the United Nations;

WHEREAS the Special Fund is prepared to provide the Governments of the Territories 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 Territories;

NOW THEREFORE the Government of the United Kingdom of Great Britain and Northern Ireland 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 Governments of the Territories with assistance and also lays down the basic conditions under which projects will be executed.
2. A Plan of Operation for each project shall be agreed to in writing by the Government of the Territory concerned, the Special Fund and the Executing Agency pursuant to this Agreement, and shall then constitute an integral part of this Agreement. Any reference herein to the Agreement shall be deemed to include each Plan of Operation.
3. The Special Fund undertakes to make available such sums as may be specified in each Plan of Operation for the execution of projects described

<sup>1</sup> Came into force on 7 January 1960, upon signature, in accordance with article X.

<sup>2</sup> United Nations, *Official Records of the General Assembly, Thirteenth Session, Supplement No. 18 (A/4090)*, p. 11.

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 of the Territory concerned with any prior obligations specified in each Plan of Operation as necessary for the execution of a 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 a project is commenced before compliance by the Government of the Territory concerned with any related prior obligations, such execution may be terminated or suspended at the discretion of the Special Fund.

5. The Government of the United Kingdom accept international responsibility for any obligations imposed on the Governments of the Territories by this Agreement or on any of those Governments by any arrangements entered into in pursuance of this Agreement in the same manner as if such obligations had been imposed on the Government of the United Kingdom.

## *Article II*

### EXECUTION OF PROJECT

1. Each project shall be executed or administered on behalf of the Special Fund by an Executing Agency, to which the sums referred to in Article I above shall be disbursed by agreement between the Special Fund and such Executing Agency.

2. An Executing Agency, in carrying out a 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 of a Territory and an Executing Agency concerning the execution of a Special Fund 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 an Executing Agency which may be utilized or provided by either or both in the execution of a project shall remain their property unless and until such time as title thereto may be transferred to the Government of the Territory concerned on terms and conditions mutually agreed upon between the Government of the Territory concerned and the Special Fund or the Executing Agency concerned.

*Article III*

## INFORMATION CONCERNING PROJECT

1. The Government of the Territory concerned 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 any project or its continued feasibility and soundness, or concerning the compliance by the Government of the Territory concerned with any of its responsibilities under this Agreement.
2. The Special Fund undertakes that the Government of the Territory concerned will be kept currently informed of the progress of operations on projects executed under this Agreement. The Special Fund and the Government of the Territory concerned shall have the right, at any time, to observe the progress of any operations carried out under this Agreement.
3. The Government of the Territory concerned shall, subsequent to the completion of a project, make available to the Special Fund at its request information as to benefits derived from and activities undertaken to further the purposes of that project, and will permit observation by the Special Fund for this purpose.
4. The Government of the Territory concerned will also make available to the Executing Agency all information concerning a project necessary or appropriate to the execution of that 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 that project.
5. The Special Fund and the Government of the Territory concerned shall consult each other regarding the publication as appropriate of any information relating to any project or to benefits derived therefrom.

*Article IV*

## PARTICIPATION AND CONTRIBUTION OF GOVERNMENT IN EXECUTION OF PROJECT

1. The Government of the Territory concerned shall participate and co-operate in the execution of the projects covered by this Agreement. It shall, in particular, perform all the acts required of it in each 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 of the Territory concerned 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 by the Government of the Territory concerned 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 of the Territory concerned after provision has been made for any unliquidated obligations in existence at the time of completion of the project.

5. The Government of the Territory concerned shall as appropriate display suitable signs at each project identifying such project as one assisted by the Special Fund and the Executing Agency.

#### *Article V*

##### LOCAL FACILITIES TO BE PROVIDED BY THE GOVERNMENT OF THE TERRITORY CONCERNED TO THE SPECIAL FUND AND THE EXECUTING AGENCY

1. In addition to the payment referred to in Article IV, paragraph 2, above, the Government of the Territory concerned shall assist the Special Fund and the Executing Agency in executing any 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;
- (e) Any sums which the Government of the Territory concerned is required to pay under Article VIII, paragraph 4 below.

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.