

No. 5769

**UNITED NATIONS SPECIAL FUND
and
FEDERATION OF MALAYA**

**Agreement concerning assistance from the Special Fund.
Signed at Kuala Lumpur, on 25 July 1961**

Official text: English.

Registered ex officio on 25 July 1961.

**FONDS SPÉCIAL DES NATIONS UNIES
et
FÉDÉRATION DE MALAISIE**

**Accord relatif à une assistance du Fonds spécial. Signé à
Kuala Lumpur, le 25 juillet 1961**

Texte officiel anglais.

Enregistré d'office le 25 juillet 1961.

No. 5769. AGREEMENT¹ BETWEEN THE UNITED NATIONS SPECIAL FUND AND THE GOVERNMENT OF THE FEDERATION OF MALAYA CONCERNING ASSISTANCE FROM THE SPECIAL FUND. SIGNED AT KUALA LUMPUR, ON 25 JULY 1961

WHEREAS the Government of the Federation of Malaya (herein referred to as the "Federation Government") has requested assistance from the United Nations Special Fund (herein referred to as the "Special Fund") in accordance with resolution 1240 (XIII)² of the General Assembly of the United Nations ;

WHEREAS the Special Fund is prepared to provide the Federation Government 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 Federation of Malaya ;

NOW THEREFORE the Federation Government 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 Federation Government 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 Federation Government, the Special Fund and the Executing Agency. The terms of this Agreement shall apply to 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 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 Federation Government with any prior obligations specified in each Plan of Operation as necessary for the execution of a project shall be a con-

¹ Came into force on 25 July 1961, upon signature, in accordance with article X (1).

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

dition 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 Federation Government with any related prior obligations, such execution may be terminated or suspended at the discretion of the Special Fund.

Article II

EXECUTION OF PROJECT

1. The Parties hereby agree that 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. The Federation Government agrees that 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 Federation Government 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 Federation Government on terms and conditions as may be agreed upon between the Federation Government and the Special Fund or the Executing Agency concerned.

Article III

INFORMATION CONCERNING PROJECT

1. The Federation Government 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 Federation Government with any of its responsibilities under this Agreement.
2. The Special Fund undertakes that the Federation Government will be kept currently informed of the progress of operations on projects executed under this Agreement. Either Party shall have the right, at any time, to observe the progress of any operations carried out under this Agreement.

3. The Federation Government 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 purpose of that project, and will permit observation by the Special Fund for this purpose.
4. The Federation Government 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 Parties 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 FEDERATION GOVERNMENT IN EXECUTION OF PROJECT

1. The Federation Government 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 service available within the country.
2. If so provided in the Plan of Operation, the Federation Government 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 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 Federation Government after provision has been made for any unliquidated obligations in existence at the time of the completion of the project.
5. The Federation Government shall as appropriate display suitable signs at each project identifying such project as one assisted by the Special Fund and the Executing Agency.