

No. 6368

**UNITED NATIONS SPECIAL FUND
and
JAPAN**

Agreement concerning assistance from the Special Fund for the establishment of an International Institute of Seismology and Earthquake Engineering (with exchange of letters). Signed at New York, on 31 October 1962

Official text: English.

Registered ex officio on 16 November 1962.

**FONDS SPÉCIAL DES NATIONS UNIES
et
JAPON**

Accord concernant une assistance du Fonds spécial pour la création d'un Institut international de sismologie et de techniques relatives aux tremblements de terre (avec échange de lettres). Signé à New York, le 31 octobre 1962

Texte officiel anglais.

Enregistré d'office le 16 novembre 1962.

No. 6368. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE UNITED NATIONS SPECIAL FUND CONCERNING ASSISTANCE FROM THE SPECIAL FUND FOR THE ESTABLISHMENT OF AN INTERNATIONAL INSTITUTE OF SEISMOLOGY AND EARTHQUAKE ENGINEERING. SIGNED AT NEW YORK, ON 31 OCTOBER 1962

WHEREAS the Government of Japan, supported by the Governments of Chile, Indonesia, the Philippines and Turkey, has requested assistance from the United Nations Special Fund in accordance with resolution 1240 (XIII)² of the General Assembly of the United Nations for the establishment of an International Institute of Seismology and Earthquake Engineering in Japan to be undertaken by the Government of Japan by expanding and strengthening with such assistance its existing programme of international training in seismology and earthquake engineering ;

WHEREAS the Special Fund is prepared to provide the Government of Japan with such assistance for that purpose ;

NOW THEREFORE the Government of Japan 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 basic conditions regarding the execution of the project under which an International Institute of Seismology and Earthquake Engineering will be established by the Government of Japan (hereinafter referred to as "the Government") with the assistance of the Special Fund and also lays down the conditions under which such assistance will be extended.
2. A Plan of Operation for the project shall be agreed to in writing by the Government, the Special Fund and the United Nations Educational, Scientific and Cultural Organization as the Executing Agency (hereinafter referred to as "the Executing Agency"). The terms of this Agreement shall apply to the Plan of Operation.

¹ Applied provisionally as from 31 October 1962, in accordance with the provisions of the exchange of letters (see p. 184 of this volume).

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

3. The Special Fund undertakes to make available such sums as may be specified in the Plan of Operation for the execution of the project, 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. The Government on its part assumes the obligation for, and undertakes to provide, its contribution under Articles IV and V of this Agreement, on the basis of its relevant and applicable laws and in accordance with its annual budgetary appropriations.

Article II

EXECUTION OF PROJECT

1. The Parties hereby agree that the Executing Agency shall participate on behalf of the Special Fund in the execution or administration of the project. The sums referred to in Article I above shall be disbursed to the Executing Agency by agreement between the Special Fund and the Executing Agency.

2. The Government agrees that the Executing Agency, in carrying out the 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 and the Executing Agency concerning the execution of the project shall be subject to the provisions of this Agreement and shall require the prior concurrence of the Managing Director of the Special Fund.

4. Any equipment, materials, supplies and other property belonging to the Special Fund or the Executing Agency which may be utilized or provided by either or both in the execution of the project 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 Government and the Special Fund or the Executing Agency.

Article III

INFORMATION CONCERNING PROJECT

1. The 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 the project or its continued feasibility and soundness, or concerning the compliance by the Government with any of its responsibilities under this Agreement.

2. The Special Fund undertakes that the Government will be kept currently informed of the progress of operations on the project 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 Government shall, subsequent to the completion of the project, make available to the Special Fund at its request information as to benefits derived from and activities undertaken to further the purposes of the project, and will permit observation by the Special Fund for this purpose.
4. The Government will also make available to the Executing Agency all information concerning the project necessary or appropriate to its execution 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 the project.
5. The Parties shall consult each other regarding the publication as appropriate of any information relating to the project or to benefits derived therefrom.

Article IV

PARTICIPATION AND CONTRIBUTION OF THE GOVERNMENT IN EXECUTION OF PROJECT

1. The Government shall participate and co-operate in the execution of the project covered by this Agreement. It shall, in particular, perform all the acts required of it in the Plan of Operation, including the provision of materials, equipment, supplies, labour and professional services available within the country.
2. The Government shall as appropriate display suitable signs at the project identifying it as one assisted by the Special Fund and the Executing Agency.

Article V

LOCAL FACILITIES TO BE PROVIDED BY THE GOVERNMENT TO THE SPECIAL FUND AND THE EXECUTING AGENCY

1. The Government shall assist the Special Fund and the Executing Agency in executing the project by paying or arranging to pay for the following local facilities as specified in the Plan of Operation, required to fulfil the programme of work :
 - (a) The local living costs of experts assigned by the Special Fund or the Executing Agency to Japan under this Agreement ;
 - (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.
2. Moneys paid under the provisions of this Article shall be paid to the Special Fund and shall be administered in accordance with the applicable financial regulations of the Special Fund.
3. Any of the local services and facilities referred to in paragraph 1 above in respect of which payment is not made by the Government to the Special Fund shall be furnished in kind by the Government to the extent specified in the Plan of Operation.
4. The Government also undertakes to furnish in kind the following local services and facilities :
- (a) The necessary office space and other premises ;
 - (b) Appropriate medical facilities and services for experts engaged in the project.
5. The Government undertakes to provide such assistance as it may be in a position to provide for the purpose of finding suitable housing accommodation for experts assigned to the country under this Agreement.

Article VI

RELATION TO ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of the project is obtained by either Party from other sources, the Parties shall consult each other and the Executing Agency with a view to effective co-ordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements with other entities co-operating with the Government in the execution of the project.

Article VII

USE OF ASSISTANCE

The Government shall exert its best efforts to make the most effective use of the assistance provided by the Special Fund and the Executing Agency and shall use such assistance for the purpose for which it is intended. The Government shall take such steps to this end as are specified in the Plan of Operation.