

No. 6750

**UNITED NATIONS SPECIAL FUND
and
NETHERLANDS**

**Agreement (with exchange of notes) concerning assistance
from the Special Fund to the Netherlands Antilles.
Signed at New York, on 24 May 1963**

Official text: English.

Registered ex officio on 24 May 1963.

**FONDS SPÉCIAL DES NATIONS UNIES
et
PAYS-BAS**

**Accord (avec échange de notes) relatif à une assistance du
Fonds spécial aux Antilles néerlandaises. Signé à New
York, le 24 mai 1963**

Texte officiel anglais.

Enregistré d'office le 24 mai 1963.

No. 6750. AGREEMENT¹ BETWEEN THE UNITED NATIONS SPECIAL FUND AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS CONCERNING ASSISTANCE FROM THE SPECIAL FUND TO THE NETHERLANDS ANTILLES. SIGNED AT NEW YORK, ON 24 MAY 1963

WHEREAS the Government of the Kingdom of the Netherlands, on behalf of the Netherlands Antilles, a country within the Kingdom, has requested assistance from the United Nations 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 Government of the Netherlands Antilles 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 Netherlands Antilles ;

NOW THEREFORE the Government of the Kingdom of the Netherlands 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 Government of the Netherlands Antilles 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 Netherlands Antilles, 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.

¹ Applied provisionally as from 24 May 1963, the date of signature, in accordance with article X (I).

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

4. Compliance by the Government of the Netherlands Antilles 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 Netherlands Antilles with any related prior obligations, such execution may be terminated or suspended at the discretion of the Special Fund.

5. It is understood that the Government of the Kingdom of the Netherlands has international responsibility for the obligations imposed on the Government of the Netherlands Antilles by this Agreement and by any arrangements entered into in pursuance of this Agreement to the same extent as if such obligations had been undertaken by the Government of the Kingdom of the Netherlands.

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 Government of the Kingdom of the Netherlands 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 either the Government of the Kingdom or the Government of the Netherlands Antilles on the one hand and an Executing Agency on the other hand 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 of the Special Fund.

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 Netherlands Antilles on terms and conditions mutually agreed upon between the Government of the Netherlands Antilles and the Special Fund or the Executing Agency concerned.

Article III

INFORMATION CONCERNING PROJECT

1. The Government of the Netherlands Antilles 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 Netherlands Antilles with any of its responsibilities under this Agreement.

2. The Special Fund undertakes that the Government of the Netherlands Antilles will be kept currently informed of the progress of operations on projects executed under this Agreement. Both the Special Fund and the Government of the Netherlands Antilles shall have the right, at any time, to observe the progress of any operations carried out under this Agreement.

3. The Government of the Netherlands Antilles 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 Netherlands Antilles 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 Government of the Netherlands Antilles and the Special Fund 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 THE GOVERNMENT OF THE NETHERLANDS ANTILLES IN EXECUTION OF PROJECT

1. The Government of the Netherlands Antilles 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 Netherlands Antilles 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 Government of the Netherlands Antilles after provision has been made for any unliquidated obligations in existence at the time of the completion of the project.

5. The Government of the Netherlands Antilles 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 NETHERLANDS ANTILLES 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 Netherlands Antilles 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 Netherlands Antilles 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 Netherlands Antilles is required to pay under Article VIII, paragraphe 5 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.

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 of the Netherlands Antilles to the Special Fund shall be furnished in kind by the Government of the Netherlands Antilles to the extent specified in the Plan of Operation.

4. The Government of the Netherlands Antilles 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 international personnel engaged in the project.