

No. 7419

**UNITED NATIONS SPECIAL FUND
and
AUSTRALIA**

Agreement (with exchange of letters) concerning assistance from the Special Fund for a project of research on the control of the coconut rhinoceros beetle. Signed at New York, on 30 September 1964

Official text: English.

Registered ex officio on 30 September 1964.

**FONDS SPÉCIAL DES NATIONS UNIES
et
AUSTRALIE**

Accord (avec échange de lettres) relatif à une assistance du Fonds spécial pour un projet de recherche sur la lutte contre l'orycte rhinocéros du cocotier. Signé à New York, le 30 septembre 1964

Texte officiel anglais.

Enregistré d'office le 30 septembre 1964.

No. 7419. AGREEMENT¹ BETWEEN THE UNITED NATIONS SPECIAL FUND AND THE GOVERNMENT OF AUSTRALIA CONCERNING ASSISTANCE FROM THE SPECIAL FUND FOR A PROJECT OF RESEARCH ON THE CONTROL OF THE COCONUT RHINOCEROS BEETLE. SIGNED AT NEW YORK, ON 30 SEPTEMBER 1964

WHEREAS the Government of Australia being a Government participating in the South Pacific Commission² and being desirous of furthering the Commission's agreed policies, in particular on behalf of trust and other territories for the international relations of which the Government is responsible, has requested assistance from the United Nations Special Fund in accordance with Resolution 1240 (XIII)³ of the General Assembly of the United Nations for a project (hereinafter referred to as "the project") jointly agreed by Governments participating in the South Pacific Commission, on the eradication of the rhinoceros beetle and related insects in the South Pacific area;

WHEREAS the Special Fund is prepared to provide the Government of Australia as a Government participating in the South Pacific Commission 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 South Pacific area;

NOW THEREFORE the 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 Government with assistance and also lays down the basic conditions under which the project will be executed.
2. A Plan of Operation for the project shall be agreed to in writing by the Government, the Special Fund and the Executing Agency pursuant to this

¹ Came into force on 30 September 1964, upon signature, in accordance with article X (1).

² For text of the Agreement establishing the South Pacific Commission, signed at Canberra on 6 February 1947, see United Nations, *Treaty Series*, Vol. 97, p. 227; Vol. 124, p. 320, and Vol. 201, p. 374.

³ United Nations, *Official Records of the General Assembly, Thirteenth Session, Supplement No. 18 (A/4090)*, p. 11.

Agreement, and shall then constitute an integral part of this Agreement. Any reference herein to the Agreement shall be deemed to include the Plan of Operation.

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 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 Government with any prior obligations specified in the Plan of Operation as necessary for the execution of the 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 the project is commenced before compliance by the 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 the project shall be executed or administered on behalf of the Special Fund by the Executing Agency, to which the sums referred to in Article I above shall be disbursed 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.

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 the execution of the 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 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 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. If so provided in the Plan of Operation, the 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.