

No. 8543

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**UNITED NATIONS DEVELOPMENT PROGRAMME  
(SPECIAL FUND)  
and  
AUSTRALIA**

**Agreement concerning assistance from the Special Fund sector of the United Nations Development Programme for the Territory of Papua and the Trust Territory of New Guinea (with exchange of letters). Signed at New York, on 6 February 1967**

*Official text: English.*

*Registered ex officio on 6 February 1967.*

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**PROGRAMME DES NATIONS UNIES  
POUR LE DÉVELOPPEMENT (FONDS SPÉCIAL)  
et  
AUSTRALIE**

**Accord relatif à une assistance de l'élément Fonds spécial du Programme des Nations Unies pour le développement au Territoire du Papua et au Territoire sous tutelle de la Nouvelle-Guinée (avec échange de lettres). Signé à New York, le 6 février 1967**

*Texte officiel anglais.*

*Enregistré d'office le 6 février 1967.*

No. 8543. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND) AND THE GOVERNMENT OF AUSTRALIA CONCERNING ASSISTANCE FROM THE SPECIAL FUND SECTOR OF THE UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE TERRITORY OF PAPUA AND THE TRUST TERRITORY OF NEW GUINEA. SIGNED AT NEW YORK, ON 6 FEBRUARY 1967

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WHEREAS the Government of Australia (hereinafter referred to as "the Government") has requested assistance for the Territory of Papua and the Trust Territory of New Guinea (together hereinafter referred to as "the Territories") from the Special Fund sector of the United Nations Development Programme in accordance with resolution 1240 (XIII)<sup>2</sup> of the General Assembly of the United Nations ;

WHEREAS the United Nations Development Programme (hereinafter referred to as the UNDP) is prepared to provide the 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 Territories ,

NOW THEREFORE the Government of Australia and the UNDP have entered into this Agreement in a spirit of friendly co-operation.

*Article I*

ASSISTANCE TO BE PROVIDED BY THE UNDP

1. This Agreement embodies the conditions under which the UNDP shall provide the Government with assistance from its Special Fund sector for the Territories and also lays down the basic conditions under which projects receiving such assistance will be executed.
2. A Plan of Operation for each project shall be agreed to in writing by the Government, the UNDP and the Executing Agency. The terms of this Agreement shall apply to each Plan of Operation.

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<sup>1</sup> Came into force on 6 February 1967, upon signature, in accordance with article X (1).

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

3. The UNDP undertakes to make available from its Special Fund sector such sums as may be specified in each 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 each Plan of Operation as necessary for the execution of a project shall be a condition of performance by the UNDP and by the Executing Agency of their responsibilities under this Agreement. In case execution of a 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 UNDP.

### *Article II*

#### EXECUTION OF PROJECT

1. Each project shall be executed or administered on behalf of the UNDP by an Executing Agency, to which the sums referred to in Article I above shall be disbursed by agreement between the UNDP and such Executing Agency.
2. An Executing Agency, in carrying out a project, shall have the status, vis-à-vis the UNDP, of an independent contractor. Accordingly, the UNDP 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 UNDP or of persons performing services on behalf of the UNDP.
3. Any agreement between the Government and an Executing Agency concerning the execution of a project shall be subject to the provisions of this Agreement and shall require the prior concurrence of the Administrator of the UNDP.
4. Any equipment, materials, supplies and other assets belonging to the UNDP or an Executing Agency which may be utilized or provided by either or both in the execution of a project shall remain the property of the UNDP or of the Executing Agency, as the case may be, 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 UNDP or the Executing Agency concerned.

### *Article III*

#### INFORMATION CONCERNING PROJECT

1. The Government shall furnish the UNDP with such relevant accounts, records, and other information as the UNDP may request concerning the execution of any project or its continued feasibility and soundness, or concerning the compliance by the Government with any of its responsibilities under this Agreement.

2. The UNDP undertakes that the Government will be kept currently informed of the progress of operations on projects executed under this Agreement. The UNDP and the Government 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 a project, make available to the UNDP 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 UNDP for this purpose.
4. The 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 UNDP and the Government 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 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 Australia or the Territories.
2. If so provided in the Plan of Operation, the Government shall pay, or arrange to have paid, to the UNDP the sums required, to the extent specified in the Plan of Operation, for the provision of labour, materials, equipment and supplies available within Australia or the Territories.
3. Moneys paid to the UNDP 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 financial regulations applicable to the Special Fund sector of the UNDP.
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 after provision has been made for any unliquidated obligations in existence at the time of completion of the project.
5. The Government shall as appropriate display suitable signs at each project identifying such a project as one assisted by the UNDP and the Executing Agency.

*Article V*LOCAL FACILITIES TO BE PROVIDED BY THE GOVERNMENT TO THE UNDP  
AND THE EXECUTING AGENCY

1. In addition to the payment referred to in Article IV, paragraph 2, above, the Government shall assist the UNDP and the Executing Agency in executing any project by paying or arranging for payment to be made for the following facilities in the Territories required to fulfil the programme of work specified in the Plan of Operation :

- (a) The local living costs of experts and other international personnel assigned by the UNDP or the Executing Agency to the Territories under this Agreement, to the extent 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 Territories ;
- (d) Postage and telecommunications for official purposes ,
- (e) Any sums which the Government is required to pay under a Plan of Operation referred to in Article VIII, paragraph 5 below.

2. Moneys paid under the provisions of this Article shall be paid to the UNDP 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 of this Article in respect of which payment is not made by the Government to the UNDP 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 services and facilities in the Territories :

- (a) The necessary office space and other premises ;
- (b) Appropriate medical facilities and services for international personnel 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 in the Territories for international personnel assigned to projects under this Agreement.