

No. 8617

**UNITED NATIONS,
INTERNATIONAL LABOUR ORGANISATION,
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS,
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION,
INTERNATIONAL CIVIL AVIATION
ORGANIZATION,
WORLD HEALTH ORGANIZATION,
INTERNATIONAL TELECOMMUNICATION
UNION,
WORLD METEOROLOGICAL ORGANIZATION,
INTERNATIONAL ATOMIC ENERGY AGENCY,
UNIVERSAL POSTAL UNION
and INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION
and
NETHERLANDS**

**Agreement concerning technical assistance to Surinam and
the Netherlands Antilles. Signed at New York, on
19 April 1967**

Official text : English.

Registered ex officio on 19 April 1967.

No. 8617. AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE UNIVERSAL POSTAL UNION AND THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS CONCERNING TECHNICAL ASSISTANCE TO SURINAM AND THE NETHERLANDS ANTILLES. SIGNED AT NEW YORK, ON 19 APRIL 1967

The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union and the Inter-Governmental Maritime Consultative Organization, organizations participating in the technical assistance sector of the United Nations Development Programme (hereinafter called "the Organizations") and the Government of the Kingdom of the Netherlands (hereinafter called "the Government of the Kingdom") ;

Desiring to give effect to the resolutions and decisions relating to technical assistance of the Organizations, which are intended to promote the economic and social progress and development of peoples ;

Have entered into this Agreement in a spirit of friendly cooperation.

¹ Applied provisionally from 19 April 1967, the date of signature, in accordance with article VII.1 (b).

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government of Surinam or the Netherlands Antilles, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government of Surinam or the Netherlands Antilles shall co-operate in arranging, on the basis of the requests received from the Government concerned and approved by the Organizations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.

The Government of the Kingdom assumes international responsibility for any arrangements concluded or undertakings entered into by the Government of Surinam or the Netherlands Antilles pursuant to the present Agreement, in the same manner as if they had been concluded or entered into in the name of the Government of the Kingdom.

2. Such technical assistance shall be furnished and received in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organizations ; technical assistance rendered within the technical assistance sector of the United Nations Development Programme shall, in particular, be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949,¹ and in Resolution 2029 (XX) of 22 November 1965² of the General Assembly of the United Nations.

3. Such technical assistance may consist of :

- (a) making available the services of experts, in order to render advice and assistance to or through the Government of Surinam or the Netherlands Antilles ;
- (b) organizing and conducting seminars, training programmes, demonstration projects, experts working groups, and related activities in such places as may be mutually agreed upon ;
- (c) awarding scholarships and fellowships or making other arrangements, under which candidates nominated by the Government of Surinam or the Netherlands Antilles and approved by the Organizations concerned shall study or receive training outside the country ;
- (d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon ;
- (e) providing any other form of technical assistance which may be agreed upon by the Organizations and the Government of Surinam or the Netherlands Antilles.

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

² United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14* (A/6014), p. 20.

4. (a) Experts who are to render advice and assistance to or through the Government of Surinam or the Netherlands Antilles shall be selected by the Organizations in consultation with that Government. They shall be responsible to the Organizations concerned.

(b) In the performance of their duties, the experts shall act in close consultation with the Government of Surinam or the Netherlands Antilles and with persons or bodies so designated by the Government concerned, and shall comply with instructions from the Government concerned as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organizations concerned and the Government of Surinam or the Netherlands Antilles.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government of Surinam or the Netherlands Antilles may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

5. Any technical equipment or supplies which may be furnished by the Organizations shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organizations concerned and the Government of Surinam or the Netherlands Antilles.

6. The Government of Surinam or the Netherlands Antilles shall be responsible for dealing with any claims which may be brought by third parties against the Organizations and their experts, agents or employees and shall hold harmless such Organizations and their experts, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government of Surinam or the Netherlands Antilles, the Administrator of the United Nations Development Programme, and the Organizations concerned that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

Article II

CO-OPERATION OF THE GOVERNMENT OF SURINAM OR THE NETHERLANDS ANTILLES CONCERNING TECHNICAL ASSISTANCE

1. The Government of Surinam or the Netherlands Antilles shall do everything within its means to ensure the effective use of the technical assistance provided and, in particular, agrees to apply to the fullest possible extent the provisions set forth in Annex I to Resolution 222 A (IX) of the Economic and Social Council under the heading "Participation of Requesting Governments".

2. The Government of Surinam or the Netherlands Antilles and the Organizations concerned shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organizations themselves.