

**UNITED NATIONS  
(INCLUDING THE UNITED NATIONS  
INDUSTRIAL DEVELOPMENT ORGANIZATION  
and THE UNITED NATIONS CONFERENCE  
ON TRADE AND DEVELOPMENT),  
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  
TONGA**

**Revised Standard Agreement concerning technical assistance.  
Signed at Nuku'alofa on 22 April 1971**

*Authentic text: English.*

*Filed and recorded by the Secretariat on 1 February 1972.*

REVISED STANDARD AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS, INCLUDING THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT, 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 TONGA

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The United Nations, including the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development, 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 Tonga (hereinafter called "the Government");

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<sup>1</sup> Came into force on 22 April 1971 by signature, in accordance with article VI (1), with effect from 7 January 1972, the date when Tonga became a member of one of the specialized agencies of the United Nations.

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 co-operation.

### *Article I*

#### FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government shall co-operate in arranging, on the basis of the requests received from the Government and approved by the Organizations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.
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<sup>1</sup> of Resolution 222 A (IX)<sup>2</sup> of the Economic and Social Council of 15 August 1949, and in Resolution 2029 (XX)<sup>3</sup> of 22 November 1965 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;
  - (b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;
  - (c) awarding scholarships and fellowships or making other arrangements, under which candidates nominated by the Government and approved

<sup>1</sup> United Nations, *Treaty Series*, vol. 76, p. 132.

<sup>2</sup> United Nations, *Official Records of the Economic and Social Council, Ninth Session, Supplement No. 1*, p. 4.

<sup>3</sup> United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14*, p. 20.

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.

4. (a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organizations in consultation with the 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 and with persons or bodies so designated by the Government and shall comply with instructions from the Government 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.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government 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.

6. The Government 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, 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.