

No. 671

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

**Agreement concerning assistance from the United Nations
Development Programme (Special Fund). Signed at
Nuku'alofa on 22 April 1971**

Authentic text: English.

Filed and recorded by the Secretariat on 1 February 1972.

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

**Accord concernant une assistance du Programme des Na-
tions Unies pour le développement (Fonds spécial).
Signé à Nuku'alofa le 22 avril 1971**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 1^{er} février 1972.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND) AND THE GOVERNMENT OF THE KINGDOM OF TONGA CONCERNING ASSISTANCE FROM THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND)

WHEREAS the Government of the Kingdom of Tonga has requested assistance from the United Nations Development Programme (Special Fund), hereinafter referred to as the Special Fund, in accordance with resolutions 1240 (XIII)² and 2029 (XX)³ of the General Assembly of the United Nations;

WHEREAS the Special Fund 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 Kingdom of Tonga;

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 projects will be executed.
2. A Plan of Operation for each project shall be agreed to in writing by the Government, 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

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

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

³ *Ibid.*, *Twentieth Session, Supplement No. 14* (A/6014), p. 20.

therein, in accordance with the relevant and applicable resolutions and decisions of the appropriate United Nations organs, in particular resolutions 1240 (XIII) and 2029 (XX) 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 Special Fund and by the Executing Agency of their responsibilities under this Agreement. In case execution of 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 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 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 the Government and an Executing Agency 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 Administrator.
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 on terms and conditions mutually agreed upon between the Government and the Special Fund or the Executing Agency concerned.

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 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 Special Fund undertakes that the Government will be kept currently informed of the progress of operations on projects 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 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 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 Parties 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 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.

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 the completion of the project.

5. The Government 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 TO THE SPECIAL FUND AND THE EXECUTING AGENCY

1. In addition to the payment referred to in article IV, paragraph 2, above, the Government 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 country 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;