



Treaty Series No. 63 (1960)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
of the one part and the United Nations, certain Specialised
Agencies of the United Nations and the International Atomic
Energy Agency of the other part

for the Provision of Technical Assistance to the Trust,
Non-Self-Governing and other Territories for whose
International Relations the United Kingdom
are responsible

[with Exchange of Notes]

New York, July 8, 1960

*Presented to Parliament by the Secretary of State for Foreign Affairs
by Command of Her Majesty
October 1960*

LONDON
HER MAJESTY'S STATIONERY OFFICE
NINEPENCE NET

AGREEMENT BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANISATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION, THE INTERNATIONAL CIVIL AVIATION ORGANISATION, THE WORLD HEALTH ORGANISATION, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANISATION AND THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE PROVISION OF TECHNICAL ASSISTANCE TO THE TRUST, NON-SELF-GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THE GOVERNMENT OF THE UNITED KINGDOM ARE RESPONSIBLE

The United Nations, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation, the World Health Organisation, the International Telecommunication Union, the World Meteorological Organisation and the International Atomic Energy Agency (hereinafter called "the Organisations"), being members of the Technical Assistance Board, and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Government of the United Kingdom");

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

Having entered into this Agreement in a spirit of friendly co-operation.

ARTICLE I

Furnishing of Technical Assistance

1. The Organisation shall, subject to the availability of the necessary funds, render technical assistance to the Governments of the territories for whose international relations the Government of the United Kingdom are responsible (hereinafter referred to as "Governments of the Territories") and for which technical assistance is requested by the Government of the United Kingdom. The Organisations acting jointly or separately, and the Government of each Territory concerned acting with the authority of the Government of the United Kingdom, shall co-operate in arranging, on the basis of the requests received from the Government of the United Kingdom and approved by the Organisation or Organisations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities. The Government of the United Kingdom accepts international

responsibility for any obligations imposed on the Government of the Territories by this Agreement or on any of those Governments by any arrangements entered into in pursuance of this Agreement in the same manner as if such obligations had been imposed on the Government of the United 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 Organisations; technical assistance rendered within the framework of the Expanded Programmes of Technical Assistance for Economic Development of Under-Developed Countries 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.

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 the Territory concerned;
- (b) organising and conducting seminars, training programmes, demonstration projects, expert 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 the Territory concerned and approved by the Organisation or Organisations concerned shall study or receive training outside that Territory;
- (d) preparing and executing pilot projects, tests, experiments or research in such places as may be agreed upon;
- (e) providing any other form of technical assistance which may be agreed upon by the Organisations acting jointly or separately and the Government of the Territory concerned.

4.—(a) Experts who are to render advice and assistance to or through the Governments of the Territories shall be selected by the Organisation or Organisations concerned in consultation with the Government of each Territory concerned. They shall be responsible to the Organisation or Organisations concerned.

(b) In the performance of their duties, the experts shall act in close consultation with the Government of the Territory concerned and with persons or bodies so authorised by that Government, and shall comply with instructions from the Government of the Territory concerned as may be appropriate to the nature of their duties and the assistance to be given and as may be agreed upon between the Organisation or Organisations concerned and the Government of the Territory concerned.

(c) The experts shall, in the course of their work, make every effort to instruct any technical staff whom the Government of the Territory concerned 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 Organisations shall remain their property unless and until such time as title

may be transferred on terms and conditions mutually agreed upon between the Organisation or Organisations concerned and the Government of the Territory concerned.

6. The technical assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the peoples and Governments of the Territories. In recognition thereof, the Government of the Territory concerned shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government of the Territory concerned shall indemnify and hold harmless the Organisations and their experts, agents or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

ARTICLE II

Co-operation of the Governments of the Territories

1. The Government of the Territory concerned shall do everything within its means to ensure the effective use of the technical assistance provided and, in particular, shall 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 the Territory concerned and the Organisation or Organisations 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 Organisations themselves.

3. In any case, the Government of the Territory concerned shall, as far as practicable, make available to the Organisation or Organisations concerned, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

4. The Government of the Territory concerned shall associate with the experts such technical staff as may be agreed upon and as may be necessary to give full effect to the provision of paragraph 4 (c) of Article I of the present Agreement.

ARTICLE III

Administrative and Financial Obligations of the Organisations

1. The Organisation or Organisations concerned shall defray in full or in part, as may be agreed upon the costs necessary to the technical assistance which are payable outside the Territory concerned as follows:

- (a) the salaries of the experts;
- (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the Territory concerned;
- (c) the costs of any other travel outside the Territory concerned;
- (d) insurance of the experts;

- (e) purchase and transport to and from the point of entry into the Territory concerned of any equipment or supplies provided by the Organisations;
- (f) any other expenses outside the Territory concerned approved by the Organisation or Organisations concerned.

2. The Organisation or Organisations concerned shall defray such expenses in local currency of the Territory concerned as are not payable by the Government of the Territory concerned under paragraphs 1 and 2, Article IV, of the present Agreement.

ARTICLE IV

Administrative and Financial Obligations of the Governments of the Territories

1. The Government of the Territory concerned shall contribute to the cost of technical assistance by paying for, or directly furnishing, the following facilities and services:

- (a) local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance;
- (b) the necessary office space and other premises;
- (c) equipment and supplies produced within the Territory concerned;
- (d) transportation of personnel, supplies and equipment for official purposes within the Territory concerned;
- (e) postage and telecommunications for official purposes;
- (f) such medical services and facilities for technical assistance personnel as may be available to the civil servants of the Territory concerned.

2.—(a) The subsistence allowance of experts shall be paid by the Organisation or Organisations concerned, but the Government of the Territory concerned shall contribute towards this payment a lump sum in local currency amounting to 50 per cent. of the daily subsistence rate established for the Territory concerned by the Technical Assistance Board, multiplied by the number of expert man-days spent on mission in the country, provided that the furnishing by the Government of the Territory concerned of lodging in kind for experts shall be deemed to be the equivalent of a contribution of 40 per cent. of the full daily subsistence rate.

(b) The Government of the Territory concerned shall pay its contribution towards the subsistence allowance of experts in advance for such period as may be agreed upon, the amount to be computed by the Executive Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their services in the Territory concerned during such period, and taking into account any undertaking of the Government of the Territory concerned to provide lodging in kind for experts. At the end of each period, the Government of the Territory concerned shall pay or be credited with, as the case may be, the difference between the amount paid by it in advance and the full amount of its contribution payable in accordance with paragraph 2 (a) of this Article.

(c) The contributions of the Government of the Territory concerned towards the subsistence allowance of experts shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, and in accordance with such procedures as may be agreed upon.

(d) The term "expert" as used in this paragraph also includes any other technical assistance personnel assigned by the Organisations for service in the Territory concerned pursuant to this Agreement except any representative in the Territory concerned of the Technical Assistance Board and his staff.

(e) The Government of the Territory concerned and the Organisation concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services are made available under a technical assistance programme financed from the regular budget of one of the Organisations.

3. In appropriate cases the Government of the Territory concerned shall put at the disposal of the Organisations such labour, equipment, supplies and other services or property as may be needed for the execution of the work of their experts and other officials, and as may be agreed upon.

4. The Government of the Territory concerned shall defray such portion of the expenses to be paid outside the Territory concerned as are not payable by the Organisations and as may be agreed upon.

ARTICLE V

Facilities, Privileges and Immunities

1. The Government of the Territory concerned, insofar as it is not already bound to do so, shall apply to the Organisations, their property, funds and assets and their officials, including technical assistance experts, the provisions of the Convention on the Privileges and Immunities of the United Nations⁽¹⁾ and the Convention on the Privileges and Immunities of the Specialised Agencies⁽²⁾ and, in respect of the International Atomic Energy Agency, the Agreement on the Privileges and Immunities of the Agency⁽³⁾.

2. The Government of the Territory concerned shall take all practicable measures to facilitate the activities of the Organisations under this Agreement and to assist experts and other officials of the Organisations in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organisations, their experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

ARTICLE VI

General Provisions

1. This Agreement shall enter into force upon signature.

2. This Agreement may be modified by agreement between the Organisations and the Government of the United Kingdom. Any relevant

(1) "Treaty Series No. 10 (1950)", Cmd. 7891.

(2) "Treaty Series No. 69 (1959)", Cmnd. 855.

(3) "Miscellaneous No. 14 (1960)", Cmnd. 1176.

matter for which no provision is made in this Agreement shall be settled by the Organisation or Organisations concerned and by the Government of the United Kingdom in keeping with the relevant resolutions and decisions of the assemblies, conferences, councils, and other organs of the Organisations. Each Party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other Party.

3. This Agreement may be terminated by all or any of the Organisations, so far as they are respectively concerned, or by the Government of the United Kingdom upon written notice to the other Parties and shall terminate 60 days after receipt of such notice.

4. This Agreement shall supersede and replace the Basic Agreement signed at New York on 25 June 1951 between the Government of the United Kingdom and the United Nations, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation, and the World Health Organisation, for the provision of technical assistance to the Trust, Non-Self-Governing and other Territories for whose international relations the Government of the United Kingdom are responsible⁽⁴⁾. Notwithstanding the provisions of the second sentence of paragraph 3 of Article V of the Basic Agreement of 25 June 1951, any supplementary agreements concluded thereunder between the Organisations severally or collectively and the Government of any of those Territories relating to particular programmes of technical assistance now in operation shall continue to have effect in so far as their provisions are consistent with this Agreement. Any Agreements concluded under Regular Programmes of technical assistance between any of the Organisations and the Government of the United Kingdom or between any of the Organisations and the Government of any of the territories shall continue to have effect only in so far as their provisions are consistent with this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement. Done in duplicate at New York this eighth day of July 1960 in the English language.

For the Government of the United Kingdom of Great Britain and Northern Ireland

PIERSON DIXON.

For the United Nations, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation, the World Health Organisation, the International Telecommunication Union, the World Meteorological Organisation and the International Atomic Energy Agency.

R. B. STEDMAN.

(4) "Treaty Series No. 82 (1951)", Cmd. 8361.

**EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND AND THE TECHNICAL ASSISTANCE BOARD OF
THE UNITED NATIONS**

No. 1

*Her Majesty's Permanent Representative to the United Nations to the
Chairman of the Technical Assistance Board*

*United Kingdom Mission
to the United Nations,
New York,*

Sir,

July 8, 1960.

Acting on instructions received from Her Majesty's Principal Secretary of State for Foreign Affairs I have the honour to refer to the Revised Standard Agreement signed to-day between the Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations, certain Specialised Agencies of the United Nations and the International Atomic Energy Agency, for the provision of technical assistance to the Trust, Non-Self-Governing and other Territories for whose international relations the Government of the United Kingdom are responsible and to propose that Article V, paragraph 1, as a whole be interpreted as requiring the Governments of the Territories to grant only the privileges and immunities which the United Kingdom Government are themselves obliged to grant under the instruments to which it refers.

2. If this proposal is acceptable to the United Nations, the International Labour Organisation, the Food and Agriculture Organisation, United Nations Educational, Scientific and Cultural Organisation, International Civil Aviation Organisation, the World Health Organisation, the International Telecommunication Union, World Meteorological Organisation and the International Atomic Energy Agency, I also have the honour to suggest that the present Note and your reply in that sense shall be regarded as constituting an agreement in the matter.

I have, &c.

PIERSON DIXON.

No. 2

*The Chairman of the Technical Assistance Board of the United Nations
to Her Majesty's Permanent Representative to the United Nations*

Sir,

8 July, 1960.

I have the honour to acknowledge receipt of your letter of today which reads as follows :

[As in No. 1]

It gives me pleasure to confirm agreement on behalf of the United Nations, the International Labour Organisation, the Food and Agriculture Organisation,

United Nations Educational Scientific and Cultural Organisation, International Civil Aviation Organisation, the World Health Organisation, the International Telecommunication Union, World Meteorological Organisation and the International Atomic Energy Agency to the proposals contained in your letter quoted above. Accordingly your letter, together with this reply shall be regarded as constituting an agreement in this matter.

Accept, &c.

R. B. STEDMAN
(for DAVID OWEN).

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