

**UNITED NATIONS,
INTERNATIONAL CIVIL AVIATION ORGANIZATION,
INTERNATIONAL LABOUR ORGANISATION,
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
AND WORLD HEALTH ORGANIZATION
(MEMBERS OF THE TECHNICAL ASSISTANCE BOARD)
and
PHILIPPINES**

**Basic Agreement for the provision of technical assistance.
Signed at Manila, on 5 April 1951**

Official text: English.

Registered ex officio on 5 April 1951.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION DE L'AVIATION CIVILE
INTERNATIONALE,
ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE
ET ORGANISATION MONDIALE DE LA SANTÉ
(MEMBRES DU BUREAU DE L'ASSISTANCE TECHNIQUE)
et
PHILIPPINES**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Manille, le 5 avril 1951**

Texte officiel anglais.

Enregistré d'office le 5 avril 1951.

No. 1139. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE INTERNATIONAL LABOUR ORGANISATION, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, AND THE WORLD HEALTH ORGANIZATION (MEMBERS OF THE TECHNICAL ASSISTANCE BOARD) AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT MANILA, ON 5 APRIL 1951

The United Nations, the International Civil Aviation Organization, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization (hereinafter referred to as "the Organizations"), members of the Technical Assistance Board, desiring to give effect to the resolutions, respectively, of the General Assembly of the United Nations and of the Assemblies and Conferences of the other Organizations on an Expanded Programme of Technical Assistance for Economic Development of Under-Developed Countries, and the Government of the Republic of the Philippines (hereinafter referred to as "the Government") which has requested technical assistance from the Organizations in furtherance of its plans of economic development and the attainment of higher levels of economic and social welfare for its people, such assistance being considered by the Organizations as compatible with the resolutions mentioned above and they being willing to render it, have entered into the following Basic Agreement through their undersigned duly authorized representatives, and declare that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation and that the detailed application of such responsibilities will be set forth in common agreement.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organizations, in accordance with the provisions of this Basic Agreement and with the Observations and Guiding Principles set forth in Annex I to Part "A" of resolution 222 (IX) of the Economic and Social Council

¹ Came into force on 5 April 1951, as from the date of signature, in accordance with article VI.

of the United Nations (which is attached hereto and made a part hereof)¹ shall furnish such technical assistance to the Government as shall be determined in Supplemental Agreements to this Basic Agreement.

(b) Technical Assistance under this Agreement and Supplemental Agreements shall be furnished primarily through the provision of experts (hereinafter called "the personnel") to visit the Philippines (hereinafter called the "country"). The personnel shall be selected by the Organizations, acting severally or collectively, after consultation with the Government.

(c) Technical Assistance furnished under this Agreement and Supplemental Agreements may, to the extent agreed among the Organizations, acting severally or collectively, and the Government, also take the form of the provision of fellowships or other arrangements for study and training outside the country.

(d) Any technical or other equipment or supplies provided by the Organizations in connexion with the technical assistance furnished under this Agreement and Supplemental Agreements shall remain the property of the Organizations providing it unless and until title thereto is transferred on terms and conditions agreed upon between the Organizations concerned and the Government.

(e) The personnel shall, in the course of their work, make every effort to instruct such of the Government's technical staff as may be associated with the personnel, on the methods, techniques, and practices of their work and in the principles on which these are based, and the Government shall, whenever practicable, attach technical staff to the personnel for this purpose.

(f) As part of the technical assistance to be furnished under this Agreement and Supplemental Agreements, the Organizations, acting severally or collectively, may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(g) The personnel shall be solely responsible to and under the supervision and direction of the Organizations furnishing them.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

The Government shall in receiving such technical assistance as shall be set out in the Supplemental Agreements, comply where applicable, with those provisions of Annex I to Part "A" of the Economic and Social Council resolution 222 (IX) which are set out under the heading of "Participation of Requesting Governments".

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

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organizations acting severally or collectively shall defray the costs of rendering the technical assistance furnished, which are payable outside the country, or such proportions of the same as may be specified in Supplemental Agreements, regarding :

- (i) The salaries of the personnel;
- (ii) Subsistence and travel of the personnel from their place of recruitment to the ports of entry into the country and return;
- (iii) Any other necessary travel outside the country;
- (iv) Insurance of the personnel;
- (v) Purchase and transport to the country of any equipment or supplies essential to the implementation of the technical assistance under this Agreement or Supplemental Agreements;
- (vi) Any other expenses incurred outside the country and necessary for the provision of the technical assistance under this Agreement and Supplemental Agreements.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and Supplemental Agreements as can be paid for in local currency or otherwise, in conformity with the resolution on local costs to be borne by recipient governments adopted by the Technical Assistance Committee of the Economic and Social Council, (which is attached hereto and made part hereof)¹ and to the extent that may be specified in Supplemental Agreements.

(c) For the purpose of meeting expenses under paragraph (b) the Government shall establish a local currency fund or funds in such amounts and under such procedures as shall be specified in Supplemental Agreements.

(d) In lieu of the provision of local currency, in accordance with paragraph (b) above, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Government and the Organizations.

(e) In addition to other payments under this article, the Government shall provide to the personnel, at its own expense, after consultation with the senior member of the personnel :

¹ See p. 310 of this volume.

- (i) Adequate office facilities, office supplies and equipment;
- (ii) The necessary local secretarial, interpreter-translator and related assistance;
- (iii) Any other facilities mutually agreed upon.

The Government shall assume all administrative and financial responsibilities related to the provision of the facilities specified in this paragraph.

(f) In appropriate cases the Government shall provide such land, labour, equipment, supplies and other services or property as may be needed, which will be determined as the need arises in agreement with the Organizations concerned.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organizations under Article I and to assist the personnel in obtaining such services and facilities as may be required to carry on these activities.

(b) Notwithstanding that the Government may or may not have already ratified or acceded to the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on the Privileges and Immunities of the Specialized Agencies², the Government shall accord to the personnel and to the Organizations, their property and assets in connexion with the performance of this Agreement and Supplemental Agreements, all privileges and immunities which are accorded to the Organizations, their property, assets, officials and experts under the provisions of the Convention.

(c) The Organizations and the technical assistance personnel shall be allowed to convert other currencies into the Philippine currency at the most favourable legal rate of exchange prevailing at the time of the conversion as long as such conversion be made in carrying out the functions provided for in this Agreement and Supplemental Agreements. This benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

² United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, pp. 316, 318 and 320; Vol. 76, p. 274; Vol. 79, p. 326, and Vol. 81, p. 332.

Article V

PUBLICATION OF FINDINGS

The Government shall, in consultation with the Organizations acting severally or collectively, arrange for the publication of information, or shall provide, for study and analysis, material suitable for publication regarding the results of the technical assistance provided under the terms of this Agreement and Supplemental Agreements, and the experience derived therefrom, including any report or findings of any expert, so that it may be of full use within the country and of value to other countries and to the international organizations rendering technical assistance to Governments under the Expanded Programme. Any such publication by or through the Organization shall be undertaken only after consultations with the Government.

Article VI

(a) The Basic Agreement shall enter into force upon signature.

(b) The Basic Agreement and any of the Supplemental Agreements made pursuant hereto may be modified by agreement between the Organizations and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

(c) The Basic Agreement may be terminated by either party upon written notice to the other, and shall terminate sixty days after receipt of such notice. Termination of the Basic Agreement shall be deemed to constitute termination of the Supplemental Agreements.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Government respectively, have on behalf of the Parties, signed the present Agreement at the City of Manila, Philippines, this 5th day of April 1951, in English in two copies.

For the Government of the Republic
of the Philippines :

(Signed) Felino NERI
Acting Secretary of Foreign Affairs of
the Republic of the Philippines

For the United Nations, the International Civil Aviation Organization, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization :

(Signed) M. S. ADISESHIAH
Head, Technical Assistance Service,
UNESCO

ANNEX

LOCAL COSTS TO BE BORNE BY LOCAL GOVERNMENTS

RESOLUTION ADOPTED BY THE TECHNICAL ASSISTANCE COMMITTEE
OF THE ECONOMIC AND SOCIAL COUNCIL

The Technical Assistance Committee,

Considering the question raised by the Technical Assistance Board on the interpretation of the following principle laid down by the Economic and Social Council in resolution 222 A (IX),¹

“ The requesting governments should be expected to agree . . . normally to assume responsibility for a substantial part of the costs of technical services with which they are provided, at least that part which can be paid in their own currencies,”

Decides, in the light of the above-mentioned principle, that in agreements between the recipient governments and the participating organizations provision should be made for the payment by the former in local currency or in kind of the following costs of each project, as appropriate in each case :

1. Local personnel services, technical and administrative, as well as labour,
2. Office space and buildings,
3. Supplies and materials obtainable within the country,
4. Local transportation,
5. Postal and telecommunications,
6. Medical care for technical assistance personnel,
7. Provision of lodging for experts, provided that in exceptional circumstances and subject to the prior agreement of the Technical Assistance Board, provision of lodging may not be required of recipient governments by participating organizations; and

Further decides that recipient governments should contribute such further costs or facilities, including subsistence allowances, as may be mutually agreed upon between the government and the organization concerned, subject always to the general policies laid down by the Technical Assistance Board.

¹ United Nations, document E/1553.