

No. 1015

**UNITED NATIONS
and
YUGOSLAVIA**

**Basic Agreement for the provision of technical assistance.
Signed at Belgrade, on 6 January 1951**

**Supplementary Agreement No. 1 to the Basic Agreement for
the provision of technical assistance. Signed at Belgrade,
on 6 January 1951**

Official texts: English and French.

Registered ex officio on 6 January 1951.

**NATIONS UNIES
et
YUGOSLAVIE**

**Accord de base relatif à la fourniture d'une assistance tech-
nique. Signé à Belgrade, le 6 janvier 1951**

**Premier accord complémentaire de l'Accord de base au sujet
de la fourniture d'une assistance technique. Signé à Bel-
grade, le 6 janvier 1951**

Textes officiels anglais et français.

Enregistrés d'office le 6 janvier 1951.

No. 1015. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT BELGRADE, ON 6 JANUARY 1951

The United Nations (hereinafter referred to as "The Organization") and the Government of the Federal People's Republic of Yugoslavia (hereinafter referred to as "the Government");

Considering the recommendations of the Economic and Social Council of the United Nations, as set out in resolution 222 (IX) of 15 August 1949;² and

Desiring to give effect both to resolution number 304 (IV) of the General Assembly of the United Nations³ on an expanded programme of technical assistance for economic development of under-developed countries, which approved the observations and guiding principles set out in Annex I to part "A" of that resolution, and the arrangements made by the Council for the administration of the programme, and to resolution number 305 (IV)³ which provides for the continuance of the United Nations technical assistance activities originated under resolution number 200 (III)⁴ of the General Assembly; and

Considering that the Organization and the Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation;

Have agreed as follows:

Article I

1. The Organization shall, subject to the provisions of the present Agreement (hereinafter referred to as "the Basic Agreement") and, so far as relevant, in accordance with the "Observations on and Guiding Principles of an Expanded Programme of Technical Assistance for Economic Development," set out in Annex I to Part A of resolution 222 A (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto)², render such technical assistance to the Government as shall be set out in Supplementary

¹ Came into force on 6 January 1951, as from the date of signature, in accordance with article V.

² United Nations, *Treaty Series*, Vol. 76, p. 132.

³ United Nations, document A/1251, December 1949.

⁴ United Nations, document A/810, December 1948.

Agreements to be made pursuant to the Basic Agreement (hereinafter referred to as "the Supplementary Agreements"), between the Government and the Organization.

2. The Organization shall consult with the Government in connexion with the appointment of any experts under any Supplementary Agreement.

3. Such experts shall be responsible to, and under the supervision and direction of the Organization.

4. Such experts shall, in the course of their work, make every effort to instruct any technical staff of the Government who may be associated with them, in the methods, techniques and practices of their work and in the principles upon which these are based, and the Government shall, wherever practicable, provide local technical staff to the experts for this purpose.

5. The Organization shall, in connexion with any fellowships and scholarships awarded to nominees of the Government provide such fellowships and scholarships in accordance with the administrative and other arrangements which have been drawn up by the Organization for its programme.

6. The Organization shall retain title to any technical equipment or supplies which may be furnished by it under any of the Supplementary Agreements until such time as title may be transferred, on terms and conditions to be agreed upon between the Organization and the Government.

7. The Organization may, as part of the technical assistance furnished under any of the Supplementary Agreements and in agreement with the Government make arrangements for the carrying out of laboratory or other tests, experiments or research outside of Yugoslavia.

Article II

The Government shall, in receiving such technical assistance as shall be set out in the Supplementary Agreements, comply with those provisions of Annex I to Part A of the Economic and Social Council resolution No. 222 (IX) which are set out under the heading of "Participation of Requesting Governments".

Article III

1. The Organization shall, in respect of the technical assistance provided under any of the Supplementary Agreements, defray those costs which are payable outside of Yugoslavia, or such proportions thereof as may be specified in any of the Supplementary Agreements regarding:

(a) The salaries of the experts;

- (b) Subsistence and travel of the experts to and from their place of recruitment and the place of entry into Yugoslavia;
 - (c) Any other necessary travel expenses of the experts outside of Yugoslavia;
 - (d) Insurance of the experts;
 - (e) Purchase and transportation to Yugoslavia of any equipment or supplies which may be provided by the Organization for the implementation of any technical assistance;
 - (f) Any other expenses incurred outside of Yugoslavia and necessary for the provision of technical assistance.
2. The Government shall assume responsibility for such part of the costs incidental to the furnishing of technical assistance as can be paid for in local currency, to the extent that may be specified in any of the Supplementary Agreements.
3. For the purpose of meeting its obligations under paragraph 2 above, the Government shall, in addition to its other obligations under this Article, provide for the personnel, at its own expense:
- (a) Adequate office facilities, office supplies and equipment;
 - (b) Necessary local secretarial, interpreter-translator, or other assistance;
 - (c) Any other necessary facilities mutually agreed upon.
4. In appropriate cases, the Government shall also provide such land, labour, equipment, or property as may be required, to be determined as the need arises, in agreement with the Organization.

Article IV

The Government shall, in conformity with the Convention¹ on the Privileges and the Immunities of the United Nations to which it has acceded, accord to the Organization and its experts all the privileges and immunities for which provision is made in that Convention.

Article V

1. The Basic Agreement shall enter into force upon signature.
2. The Basic Agreement and any of the Supplementary Agreements made

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

pursuant hereto may be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

3. 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 Supplementary Agreements.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have on behalf of the Parties, signed the present Agreement at Beograd this sixth day of January 1951 in two copies, both in English and French, text of the two languages being authentic.

For the United Nations,

Subject to approval by the Technical Assistance Administration:

(Signed) Gunnar MYRDAL
Executive Secretary,
Economic Commission for Europe

For the Government of the Federal People's Republic of Yugoslavia:

(Signed) Joza VILFAN
Deputy Minister of Foreign Affairs

SUPPLEMENTARY AGREEMENT No. 1¹ TO THE BASIC AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT BELGRADE, ON 6 JANUARY 1951

The United Nations (hereinafter referred to as "the Organization") and the Government of the Federal People's Republic of Yugoslavia (hereinafter referred to as "the Government"), pursuant to the Basic Agreement for Technical Assistance signed on 6 January 1951 between the Organization and the Government,

Have agreed as follows:

Article I

1. The Organization shall provide, as soon hereafter as practicable, and subject to the provisions of the Basic Agreement, the services of experts, to advise the Government as follows:

1. Work with blind and deaf children.
2. Re-education of physically handicapped persons.
3. Social statistics.
4. Construction of gas works and heating installations.
5. Sanitary installations.
6. Refinery of non-ferrous ores.
7. Light industry; production of penicillin.
8. Production and processing of asbestos.
9. Rational exploitation of Indian corn.
10. Production of cement.
11. Production of abrasives.
12. Fabrication of means of protection for plants.
13. Problems of electric power transmission.
14. Most recent developments in thermo-energetic research.
15. Hydraulic and geomechanic problems of hydro-power plants.

¹ Came into force on 6 January 1951, as from the date of signature, in accordance with article IV.

16. General statistics.
 17. Modern installations for urban heating.
 18. Supply of electric current for heating and lighting in urban and rural areas.
2. In the performance of their duties, the experts shall work in close consultation and full co-operation with the competent agencies and officials of the Government and any associated authorities charged with development projects in the country. They will keep the Organization informed of the progress of any technical assistance projects undertaken in the country.

All such correspondence and reports shall be addressed to the Secretary-General of the United Nations, who shall be responsible for sending copies to the Technical Assistance Board, for distribution to the participating organizations.

Article II

1. In accordance with the provisions of the Basic Agreement, the Organization shall, in connexion with the technical assistance referred to in this Supplementary Agreement, deal with the agency which will later be designated by the Government as the central coordinating agency for these purposes.

Article III

The Government shall, under the provisions of paragraph 2 of Article III of the Basic Agreement, undertake the following:

- (a) Provision of subsistence for the experts in the amount of dollars (U.S.) 13 or the equivalent in dinars per person per day.
- (b) The provision of
 - (i) medical care and hospitalization of the experts and those immediate dependents who may accompany them while in the country;
 - (ii) appropriate offices with facilities, supplies, equipment and other materials needed by the experts for their work, as well as postal, telegraph and telephone communications;
 - (iii) such technical and secretarial help as the experts may need;
 - (iv) transportation in respect of any official travel which may be undertaken by the experts within the country in the rendering of the technical assistance requested by the Government;
 - (v) for days of travel on duty within the country involving absences from normal living quarters, full subsistence (unless otherwise

provided) covering board and lodging, plus an incidental expenses allowance equivalent to 25% of the cost of such board and lodging payable in local currency.

Article IV

1. This Supplementary Agreement shall come into force upon signature.
2. This Supplementary Agreement may be modified by agreement between the Organization and the Government in accordance with paragraph 2 of Article V of the Basic Agreement.
3. This Supplementary 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 this Supplementary Agreement shall not be deemed to affect the Basic Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively have, on behalf of the Parties, signed this Supplementary Agreement No. 1 at Beograd this sixth day of January 1951 in two copies, both in English and French, text of the two languages being authentic.

For the United Nations,

Subject to the approval of the Technical Assistance Administration:

(Signed) Gunnar MYRDAL
Executive Secretary,
Economic Commission for Europe

For the Government of the Federal People's Republic of Yugoslavia:

(Signed) Joza VILFAN
Deputy Minister of Foreign Affairs