

No. 1225

UNITED NATIONS
and
THAILAND

**Basic Agreement for the provision of technical assistance.
Signed at New York, on 11 June 1951**

**Supplementary Agreement No. 1 to the Basic Agreement for
the provision of technical assistance. Signed at New
York, on 11 June 1951**

Official texts: English.

Registered ex officio on 11 June 1951.

ORGANISATION DES NATIONS UNIES
et
THAÏLANDE

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à New-York, le 11 juin 1951**

**Accord complémentaire n° 1 à l'Accord de base relatif à la
fourniture d'une assistance technique. Signé à New-York,
le 11 juin 1951**

Textes officiels anglais.

Enregistrés d'office le 11 juin 1951.

No. 1225. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THAILAND FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 11 JUNE 1951

The United Nations (hereinafter referred to as "the Organization") and the Government of Thailand (hereinafter referred to as "the Government"),
Considering the recommendations of the Economic and Social Council of the United Nations made in its resolution 222 (IX) of 15 August 1949,² and

Desiring to give effect to resolution number 304 (IV)³ of the General Assembly of the United Nations on an expanded programme of technical assistance for economic development of underdeveloped 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;

Considering that the Government has requested technical assistance from the Organization;

Considering further that the Organization and the Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation;

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 (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto),⁴ render such technical assistance to the Government as shall be set out in Supplementary Agreements to be made pursuant to the Basic Agreement (hereinafter referred to as "the Supplementary Agreements") between the Government and the Organization.

¹ Came into force on 11 June 1951, upon signature, in accordance with article VI.

² United Nations, document E/1553.

³ United Nations, document A/1251.

⁴ United Nations, *Treaty Series*, Vol. 76, p. 132.

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 shall work 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 which may be associated with them, in the methods, techniques and practices of that work and in the principles upon which these are based, and the Government shall, wherever practicable, attach 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, with respect to any technical equipment or supplies which may be furnished by it under any of the Supplementary Agreements, retain title thereto 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, make arrangements for the carrying out of laboratory or other tests, experiments or research outside of the country.

Article II

The Government shall, in receiving such technical assistance as shall be set out in the Supplementary Agreements, comply, where applicable, with those provisions of Annex I to Part A of the Economic and Social resolution number 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 the country, 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 the country, as well as displacement allowance, where applicable;
 - c) any other necessary travel expenses of the experts outside of the country;
 - d) insurance of the experts;

- e) purchase and transportation to the country 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 the country 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 specified in any of the Supplementary Agreements.
3. For the purpose of meeting its obligations under paragraph 2 above, the Government shall establish, maintain and place at the disposal of such person or persons as shall be designated by the Organization, a local currency fund or funds in such amounts and under such procedures as may be specified in any of the Supplementary Agreements. Any unused balances shall be returned to the Government after due rendering of accounts.
4. In lieu of making payment in accordance with paragraphs 2 and 3 above, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Government and the Organization.
5. The Government shall, in addition to its obligations under this Article, provide for the personnel, at its own expense, after consultation with the resident technical assistance representative, where appointed, or such other person as may be designated and referred to in paragraph 3 above :
- 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.
6. In appropriate cases, the Government shall 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

1. The Government undertakes, in so far as it is not already legally bound to do so, to apply to the Organization, its property, funds and assets, and to its experts and other staff, all the applicable provisions of the Convention on the Privileges and Immunities of the United Nations.¹

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. Staff of the Organization, including experts engaged by it as members of its staff, assigned to carry out the purposes of this Agreement, shall be deemed to be "officials" within the meaning of the above convention.

Article V

The Secretary-General of the United Nations is authorized to register this Agreement in accordance with Article 102 of the Charter, together with any Supplementary Agreements concluded under the authority of article 1 hereof.

Article VI

1. The Basic Agreement shall enter into force upon signature.
2. The Basic Agreement and any of the Supplementary Agreements made 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, being the duly authorized representatives of the Organization and the Government, respectively, have signed the present Agreement at New York this eleventh day of June 1951, in two originals, both in English.

For the Organization :

H. L. KEENLEYSIDE
Director-General

For the Government of Thailand :

Wan WAITHAYAKON
Permanent Representative to the United Nations

SUPPLEMENTARY AGREEMENT No. 1¹ TO THE BASIC AGREEMENT² BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THAILAND FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 11 JUNE 1951

The United Nations (hereinafter referred to as "the Organization") and the Government of Thailand (hereinafter referred to as "the Government"), pursuant to the Basic Agreement for Technical Assistance signed on 11 June 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 an expert to advise the Government as follows :

A statistician, specializing in economic statistics and sampling methods, to assist generally on the organization of statistical services and, in particular on the use of sampling methods in the collection of statistical information, to serve for a period of twelve months.

2. In the performance of his duties, the expert 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. He shall keep the Organization informed of the progress of any technical assistance projects undertaken in the country.

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

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

¹ Came into force on 11 June 1951, by signature.

² See p. 46 of this volume.

(a) The provision of

- (i) lodging, medical care and hospitalization of the expert and those immediate dependents who may accompany him while in the country;
- (ii) appropriate offices with facilities, supplies, equipment and other materials needed by the expert for his work, as well as postal, telegraph and telephone communications;
- (iii) such technical and secretarial help as the expert may need;
- (iv) transportation in respect of any official travel which may be undertaken by the expert 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, a full subsistence allowance for the expert of 210 bahts per day, covering board and lodging and incidental expenses.

2. The Government shall, in accordance with paragraphs 2 and 3 of article III of the Basic Agreement, establish a local currency fund for the defraying of local currency expenses under the requirements of this Supplementary Agreement. The amount of six thousand bahts shall be deposited initially, being the estimated total requirements for six months, and the fund shall at no time, during the currency of this present Supplementary Agreement, fall below this amount.

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 authorized representatives of the Organization and the Government respectively have signed this Supplementary Agreement No. 1 at New York, this eleventh day of June 1951, in two originals, both in English.

For the Organization :

H. L. KEENLEYSIDE
Director-General

For the Government :

Wan WATHAYAKON
Permanent Representative to the United Nations