

No. 1333

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**INTERNATIONAL CIVIL AVIATION ORGANIZATION  
and  
ETHIOPIA**

**Basic Agreement for the provision of technical assistance.  
Signed at New York, on 2 February 1951**

**Agreement (with annex) supplemental to the Basic Agree-  
ment. Signed at New York, on 2 February 1951**

*Official texts: English.*

*Registered by the International Civil Aviation Organization on 18 July 1951.*

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**ORGANISATION DE L'AVIATION CIVILE  
INTERNATIONALE  
et  
ÉTHIOPIE**

**Accord de base relatif à la fourniture d'une assistance  
technique. Signé à New-York, le 2 février 1951**

**Accord complétant l'Accord de base (avec annexe). Signé  
à New-York, le 2 février 1951**

*Textes officiels anglais.*

*Enregistrés par l'Organisation de l'aviation civile internationale le 18 juillet 1951.*

No. 1333. BASIC AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF ETHIOPIA AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 2 FEBRUARY 1951

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The International Civil Aviation Organization (hereinafter referred to as "The Organization"), desiring to give effect to the resolutions, respectively, of the General Assembly of the United Nations and of the Assemblies and Conferences on an Expanded Programme of Technical Assistance for Economic Development of Under-Developed Countries, and the Government of Ethiopia (hereinafter referred to as "the Government") which has requested technical assistance from the Organization 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 Organization as compatible with the resolutions mentioned above and the Organization 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 Organization, 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 of the United Nations (which is attached hereto and made a part hereof)<sup>2</sup> shall furnish technical assistance to the Government as shall be determined in the supplemental agreement to this Basic Agreement.

(b) Technical assistance under this Agreement and the supplemental agreement shall be furnished primarily through the provision of experts (hereinafter called "the personnel"). The personnel shall be selected by the Organization after consultation with the Government.

<sup>1</sup> Came into force on 2 February 1951, as from the date of signature, in accordance with article VI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

(c) Technical assistance furnished under this Agreement and the supplemental agreement may, to the extent agreed by the Organization 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 Organization in connection with the technical assistance furnished under this Agreement and the supplemental agreement shall remain the property of the Organization providing it unless and until title thereto is transferred on terms and conditions agreed upon between the Organization 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 the supplemental agreement, the Organization 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 Organization.

### *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 agreement, comply, where applicable, 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*

#### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organization 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 the supplemental agreement, regarding :

- (1) The salaries of the personnel.
- (2) Subsistence and travel of the personnel from their place of recruitment to the ports of entry into the country and return.
- (3) Any other necessary travel outside the country.

- (4) Insurance of the personnel.
- (5) Purchase and transport to the country of any equipment or supplies essential to the implementation of the technical assistance under this Agreement or the supplemental agreement.
- (6) Any other expenses incurred outside the country and necessary for the provision of the technical assistance under this Agreement and the supplemental agreement.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and the supplemental agreement as can be paid for in local currencies, or otherwise, to the extent that may be specified in the supplemental agreement.

(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 the supplemental agreement.

(d) In lieu of the provision of local currency, the services and payments referred to in paragraph (b) may, to the extent mutually agreed, be provided directly by the Government.

(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) Adequate office facilities, office supplies and equipment;
- (2) The necessary local secretarial, interpreter-translator and related assistance;
- (3) 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 Organization.

#### *Article IV*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organization 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 Specialized Agencies,<sup>1</sup> the Government shall accord to the personnel and to the Organization its property and assets in connection with the performance of this Agreement and the supplemental agreement, all privileges and immunities which are accorded to the Organization, property, assets, officials and experts under the provisions of that Convention.

(c) The Organization and the technical assistance personnel shall be allowed to convert other currencies into Ethiopian 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 the supplemental agreement; this benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

### *Article V*

#### PUBLICATION OF FINDINGS

The Government shall, in consultation with the Organization, 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 agreement, 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 publications by or through the Organization shall be undertaken only after consultation with the Government.

### *Article VI*

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

(b) The Basic Agreement and the supplemental agreement 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.

(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

<sup>1</sup> United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 446; Vol. 90, p. 323; Vol. 91, p. 376, and Vol. 92, p. 400.

Termination of the Basic Agreement shall be deemed to constitute termination of the supplemental agreement.

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 this second day of February 1951 in English in two copies.

For the Government  
of Ethiopia :  
(Signed) Ras H. S. IMRU  
Ambassador of  
Ethiopia

For the International  
Civil Aviation Organization :  
(Signed) Edward WARNER  
President of the Council  
International Civil Aviation  
Organization

AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF ETHIOPIA SUPPLEMENTAL TO THE BASIC AGREEMENT. SIGNED AT NEW YORK, ON 2 FEBRUARY 1951

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The International Civil Aviation Organization (hereinafter referred to as the "Organization"), and the Government of Ethiopia (hereinafter referred to as "the Government"), desiring to implement the Basic Agreement for technical assistance concluded between them under date of 2 February 1951, have entered into this Agreement through their undersigned duly authorized representatives.

*Article I*

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Secretary-General of the International Civil Aviation Organization, acting on behalf of the Organization, shall provide, as soon hereafter as practicable and subject to the general provisions of the Basic Agreement, technical assistance to the Government as set forth in Annex I to this Agreement and such other annexes as may be agreed from time to time.

2. In the performance of their duties, all experts shall work in close consultation with the competent agencies of the Government and any associated authorities charged with the execution of civil aviation development projects in the country. They will keep the Organization, as well as any resident technical assistance representative, informed, by correspondence and periodic reports, of development plans and proposals and the progress of projects within their respective fields.

*Article II*

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The Organization shall be responsible for the payment of the salaries of the technical personnel, living allowances and travel outside of the territory of Ethiopia, and for other expenses incurred by the Organization outside the country in connection with the rendering of the technical assistance comprised in this Agreement.

2. The obligation of the Government for costs under Article III (b) of the Basic Agreement shall be as follows:

- (a) Provision of suitable furnished housing and Eth. \$10.— (Ethiopian Dollars Ten) daily for each expert.
- (b) Costs of medical care and hospitalization in the country up to one month for each expert.

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<sup>1</sup> Came into force on 2 February 1951, as from the date of signature, in accordance with article III.

- (c) Transportation for the personnel, materials and equipment within the country in connection with the rendering of technical assistance, as well as all official expenses for telephone, telegraph, postal and other means of communication.
- (d) The provision of appropriate offices, office material and equipment, interpreters' and translators' services, and secretarial help such as may be necessary, as well as other facilities to be mutually agreed upon.

3. For the purpose of meeting expenses in Ethiopian currency under paragraph 2 above, the Government shall open an account which shall at no time fall below Eth. \$2,000.— (Ethiopian Dollars Two Thousand). This account shall be managed by a person designated by the Organization in order to facilitate the orderly and efficient conduct of the work of the personnel. This person shall regulate the form in which the personnel shall present their claims for payment from this fund and shall account quarterly to the Government.

### Article III

Any act (the word "act" for the purpose of this Article is also deemed to include the word "omission") performed by the Organization or its agents or employees in pursuance of the terms of the Agreement is for the exclusive benefit of the Government and, in recognition of all such acts being performed for the exclusive benefit of the Government, the Government hereby undertakes to bear all risks connected with the performance of any such acts. Without restricting the generality of the preceding sentence the Government hereby indemnifies and holds harmless the Organization and its agents and employees in respect of any and all claims for damages, for death or personal injury or for damages to property both real and personal or for damages for any other reason whatsoever which any entity at any time may have or bring against the Organization or its agents or employees in pursuance of the terms of this Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the parties, signed this Agreement, this second day of February 1951 in two copies, both in English.

This Agreement shall enter into force at the date of the signing.

For the Organization :

(Signed) Edward WARNER

President of the Council

International Civil Aviation Organization

For the Government :

(Signed) Ras H. S. IMRU

Ambassador of Ethiopia



## ANNEX I

Pursuant to Article I, paragraph 1, of the Supplemental Agreement concluded between the International Civil Aviation Organization and the Government of Ethiopia, the Organization undertakes to provide in 1951 technical assistance as follows :

*A—Experts in Ethiopia.*

- 1) One Civil Aviation Adviser—to serve as head of the ICAO Mission to Ethiopia and to advise the Director General of Civil Aviation on air navigation problems, particularly those related to the organization of the communications and air traffic control services.
- 2) One Aeronautical Meteorologist—to conduct courses for the training of observers and plotters initially, and subsequently of forecasters.
- 3) One Radio Communications Instructor—to train radio maintenance mechanics on the repair of transmitters, receivers and radio navigation aids.
- 4) One Air Engine and Air Frame Maintenance Instructor—to give practical training and instruction in the maintenance and repair of aero-engines and air-frame maintenance.

*B—Fellowships Abroad.*

- 1) Five students possessing at least the equivalent of Private Pilot's License to be trained abroad at a recognized commercial flying school to the standard of Commercial Pilot's License with instrument rating. The Organization to bear all costs, except travel as provided in the ICAO Fellowship Program.
- 2) Three students preferably with Private Pilot's License or with training in navigation to be trained in the United Kingdom, subject to the completion of a suitable agreement with the Government of the United Kingdom, in the Government course for air traffic controllers. Tuition to be provided by the United Kingdom Government and living expenses by ICAO.
- 3) One student to be trained in general problems of governmental civil air administration through study at ICAO Headquarters and ICAO supervised visits to certain other government civil aviation departments.

*C—Provision of Equipment and Supplies.*

The Organization will supply in so far as may be necessary and possible technical equipment and supplies for the program set out in A above, and for this purpose it will allocate the initial sum of \$5,000.