

No. 1334

**INTERNATIONAL CIVIL AVIATION ORGANIZATION
and
ISRAEL**

**Agreement for the provision of technical assistance (with
annex). Signed at Montreal, on 19 February 1951**

Official text: English.

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

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

**Accord relatif à la fourniture d'une assistance technique
(avec annexe). Signé à Montréal, le 19 février 1951**

Texte officiel anglais.

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

No. 1334. AGREEMENT¹ BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF ISRAEL FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT MONTREAL, ON 19 FEBRUARY 1951

The International Civil Aviation Organization (hereinafter referred to as "the Organization") and the Government of Israel (hereinafter referred to as "the Government"),

Considering the recommendations of the Economic and Social Council of the United Nations made in its resolutions number 222 (IX) of 15 August 1949,² and

Desiring to give effect to the resolutions respectively of the General Assembly of the United Nations and of the International Civil Aviation Organization Assembly 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;

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

(a) The Organization shall, subject to the provisions of the present 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 annex is attached hereto),³ render such technical assistance to the Government as is set out in Article III below.

(b) The Organization shall consult with the Government in connection with the appointment of any experts under the present Agreement.

¹ Came into force on 19 February 1951, as from the date of signature, in accordance with article VII.

² United Nations, document E/1553.

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

(c) Such experts shall be responsible to, and under the supervision and direction of the Organization.

(d) 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 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.

(e) The Government shall take all practicable measures to facilitate the activities of the Organization, and to assist the personnel in obtaining such services and facilities as may be required to carry out these activities.

(f) The Organization shall, in connection with any fellowships or 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 programmes.

(g) The Organization shall, with respect to any technical equipment or supplies which may be furnished by it under this Agreement, 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.

(h) The Organization may, as part of the technical assistance furnished under this Agreement, make arrangements for the carrying out of laboratory or other tests, experiments or research, outside of the country.

(i) The Organization and the technical assistance personnel shall be allowed to convert other currencies into Israeli 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. This benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

Article II

Any act (the word "act" for the purpose of this Article is also deemed to include the word "omission") performed by the Organization, its experts or other 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 respect of acts performed by them in pursuance of the terms of this Agreement.

Article III

The Organization shall provide, as soon hereafter as practicable, and subject to the provisions of this Agreement, the services of experts, to advise the Government as set forth in Annex I to this Agreement and such other annexes as may be agreed from time to time.

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 with any associated authorities charged with development projects in the country. They will keep the Organization informed of development plans, proposals and demands, as well as of the progress of any projects undertaken and technical assistance activities pursued in the country.

Article IV

The Government shall, in receiving such technical assistance 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 Government".

Article V

(a) The Organization shall in respect of the technical assistance provided under this Agreement, defray the following costs :

- (i) the salaries of the experts;
- (ii) subsistence and travel of the experts from their place of recruitment to the place of entry into the country as well as displacement allowance, where applicable;
- (iii) any other necessary travel expenses of the experts outside of the country;
- (iv) insurance of the experts;
- (v) purchase and transportation to the place of entry into the country of any equipment or supplies which may be provided by the Organization for the implementation of any technical assistance;
- (vi) any other expenses incurred outside the country and necessary for the provision of technical assistance.

(b) The Government will assume responsibility for the discharge of such part of the costs of the technical assistance to be furnished under this Agreement as is set out below :

- (i) subsistence for the personnel in accordance with the following scale :
Is. £ 4 $\frac{1}{2}$ per day for each expert during the period of his official duties in the country, or where mutually agreed, the furnishing in kind of board and lodging at a suitable standard together with incidental expenses to be paid at a rate of Is. £ 0.900 per day for each expert during the period of his official duties in the country;
- (ii) medical care and hospitalization for the personnel and any immediate dependents who may accompany them;
- (iii) transportation of the personnel and of equipment and supplies within the country in connection with the furnishing of technical assistance, and all official telephone, telegraph, postal and other communication expenses;
- (iv) such other local currency expenses of the personnel as may be specified in supplementary agreements;
- (v) any taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Article VI.

(c) 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 :

- (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.

(d) For the purpose of meeting its obligations under paragraph (b) above, the Government shall establish, maintain and place at the disposal of the Organization, a local currency fund for the defraying of local currency expenses under the requirements of this Agreement. The amount of Is. £ 200 shall be deposited initially, being the estimated requirements for six months, and additional deposits shall be made as necessary to restore the balance to the initial level following withdrawals. Any unused balances shall be returned to the Government, after due rendering of accounts.

(e) 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 concerned.

Article VI

The Government shall, irrespective of whether it may or may not have acceded to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ issue any necessary administrative instructions according to the Organization, its personnel, property and assets in the country all the privileges and immunities which are normally accorded under the provisions of this Convention.

Article VII

(a) This Agreement shall enter into force upon signature.

(b) This Agreement 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) This Agreement may be terminated by either the Organization or the Government upon written notice to the other, and shall terminate sixty days after receipt of such notice.

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 Montreal, this nineteenth day of February 1951, in the English language, in two copies.

For the International Civil Aviation Organization :

(Signed) Edward WARNER
President of the Council

For the Government of Israel :

(Signed) M. YUVAL
Consul in Charge
of Consulate General of Israel

A N N E X I

Pursuant to Article III of the Agreement concluded between the International Civil Aviation Organization and the Government of Israel for the provision of Technical Assistance, the Organization undertakes to provide in 1951 technical assistance as follows :

A—Experts

One Training Expert—for the duration of six months to advise on the establishment of local training schools for aircraft and engine maintenance and commercial pilots,

¹ 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.

One Aerodrome Expert—for the duration of four months in 1951 and possible reappointment in subsequent years for short terms, to advise on the plans for improvement of Lydda and Haifa aerodromes.

B—Fellowships

Subject to the suitability of the candidates presented by the Government of Israel, ICAO will award six fellowships in civil aviation, as set out below, to Israeli nationals for a period of six months, it being understood that the Government of Israel will pay for all costs of travel including visas, passports, medical examinations, and inoculations :

- One Fellowship in Civil Aviation Administration,
 - One Fellowship in Air Transport Economics,
 - One Fellowship in Telecommunication Organization,
 - One Fellowship in Airport Management,
 - One Fellowship in Air Traffic Services,
 - One Fellowship in Airline Traffic Management and facilitation.
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