

No. 1336

**INTERNATIONAL CIVIL AVIATION ORGANIZATION
and
THAILAND**

**Agreement for the provision of technical assistance. Signed
at Washington, on 19 April 1951**

Official text: English.

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

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

**Accord relatif à la fourniture d'une assistance technique.
Signé à Washington, le 19 avril 1951**

Texte officiel anglais.

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

No. 1336. AGREEMENT¹ BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF THAILAND FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT WASHINGTON, ON 19 APRIL 1951

The International Civil Aviation Organization (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 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 is annexed hereto),³ render such technical assistance to the Government as 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 April 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 except that, insofar as an expert is required to perform executive functions or give instruction, he shall be responsible to the Department of the Government immediately concerned.

(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 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.

(f) The Organization shall, with respect to any technical equipment or supplies which may be furnished to 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.

(g) 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.

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 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 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, (a) the services of one expert, to advise the Civil Aviation Board of Thailand on general civil aviation planning and policy with particular reference to the coordination of air navigation services,

the improvement of the aerodrome network, and the administration of civil aviation and (b) two fellowships in advanced commercial flying training.

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 with any associated authorities charged with development projects in the country. He will keep the Organization informed of development plan, 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 Governments."

Article V

(a) The Organization shall, in respect of the technical assistance provided under this Agreement, defray those costs which are payable outside the country (or such proportion thereof as may be specified in this Agreement) regarding :

- (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 and the travel from the place of entry into the country to their place of recruitment, 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 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 shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and supplementary agreements as can be paid for in local currency, or otherwise, to the following extent :

- (i) Subsistence for the personnel in accordance with the following scale :
175 ticals 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 43 ticals 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 connexion 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 15,750 tcs. shall be deposited initially, being the estimated requirements for three months. Any unused balances shall be returned to the Government, after due rendering of accounts.

(e) In lieu of making payment 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 Organization.

(f) In appropriate cases, the Government shall also provide such land, labor, 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, in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies¹ (to which it has acceded), 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 Washington, D.C., this 19th day of April 1951, in the English language in two copies.

For the International Civil Aviation Organization :

(Signed) E. R. MARLIN

External Relations Officer

For the Government of Thailand :

(Signed) Wan WATHAYAKON

Ambassador

Permanent Representative to the UN

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.