

No. 1344

UNITED NATIONS
and
ISRAEL

**Basic Agreement for the provision of technical assistance.
Signed at Hakiryia, on 25 June 1951, and at New York,
on 26 July 1951**

Official texts: English and French.

Registered ex officio on 26 July 1951.

NATIONS UNIES
et
ISRAËL

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Hakiryia, le 25 juin 1951, et à New-
York, le 26 juillet 1951**

Textes officiels anglais et français.

Enregistré d'office le 26 juillet 1951.

No. 1344. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF ISRAEL FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT HAKIRYA, ON 25 JUNE 1951, AND AT NEW-YORK, ON 26 JULY 1951

The United Nations (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 resolution number 222 (IX) of 15 August 1949;² and

Desiring to give effect to the resolutions of the General Assembly of the United Nations 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 A³ 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; and

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 number 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 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 26 July 1951, as from the date of signature, in accordance with article VI.

² United Nations, document E/1553.

³ 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 the relevant Supplementary Agreement.
3. Such experts shall be responsible to, and under the supervision and direction of the Organization except that, in so far as an expert is required to perform executive functions or to give instruction, he shall be responsible to the Department of the Government immediately concerned.
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 Council 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 such person or persons 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
2. Staff of the Organization, including experts engaged by the Organization 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 relevant 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 I 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 thereto 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 Hakirya this 25th day of June 1951 and at New York on 26 July 1951, in two originals, both in the English and French languages, each text being authentic.

For the Organization :

H. L. KEENLEYSIDE

Director-General

Technical Assistance Administration

For the Government :

Walter EYTAN

Director-General

Ministry for Foreign Affairs

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.