

No. 1384

**INTERNATIONAL LABOUR ORGANISATION
and
INDIA**

**Basic Agreement for the provision of technical assistance.
Signed at New Delhi, on 26 April 1951**

Official text: English.

Registered by the International Labour Organisation on 23 August 1951.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
INDE**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à New-Delhi, le 26 avril 1951**

Texte officiel anglais.

Enregistré par l'Organisation internationale du Travail le 23 août 1951.

No. 1384. BASIC AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF INDIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT NEW DELHI, ON 26 APRIL 1951

The International Labour Organisation, desiring to give effect to the decisions whereby the International Labour Conference and the Governing Body of the International Labour Office agreed to participate, in accordance with the Observations and Guiding Principles set out in annex I to Part A of Resolution 222 (IX) of the Economic and Social Council² and the arrangements made by the Council for the administration of the programme, in the expanded programme of technical assistance for the economic development of under-developed countries, approved by Resolution 304 (IV) of the General Assembly of the United Nations,³

and

The Government of India,

which has requested technical assistance from the International Labour Organisation in the furtherance of its plans for economic development and the attainment of higher levels of economic and social welfare for its people,

Have considered it desirable to define their mutual responsibilities in a Basic Agreement, in accordance with the practice followed by the Technical Assistance Board of the United Nations and the Specialised Agencies, and, with a view to facilitating the fulfilment of these responsibilities in a spirit of friendly co-operation, have for this purpose agreed as follows :

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organisation shall arrange for technical assistance to be rendered to the Government on the matters and in the manner described in such supplementary technical assistance agreements as may be concluded between it and the Government, and the Government shall co-operate with the Organisation to this end.

¹ Came into force on 26 April 1951, upon signature, in accordance with article V.

² United Nations, *Treaty Series*, Vol. 76, p. 132.

³ United Nations document A/1251.

b) Such technical assistance shall be furnished in accordance with the Observations and Guiding Principles set forth in annex I of part A of Resolution 222 (IX) of the Economic and Social Council of the United Nations and any applicable decisions of the International Labour Conference and the Governing Body of the International Labour Office.

(c) Such technical assistance shall be furnished primarily through the provision of experts to advise the competent authorities, to assist such authorities in the implementation of recommendations accepted by them, and to participate in the organisation and execution of training schemes and similar arrangements. Such experts shall be selected by the Organisation after consultation with the Government; such experts shall be solely responsible to and under the supervision and direction of the Organisation, except in so far as provision may be made by supplementary agreements for them to be responsible to the department of Government immediately concerned in respect of executive functions performed or instruction given by them. 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 associated authorities charged with development projects in the country. Such experts shall, in the course of their advisory work, make every effort to instruct such of the Government's technical staff as may be associated with them in the methods, techniques and practices of that work and in the principles on which these are based and the Government shall, wherever practicable, attach technical staff to them for this purpose.

(d) Such technical assistance may also, to the extent agreed between the Organisation and the Government, take the form of the provision of fellowships or other arrangements for study and training outside the country.

(e) Any technical or other equipment and supplies provided by the Organisation in connection with technical assistance furnished by it shall remain the property of the Organisation unless and until title thereto is transferred on terms and conditions agreed upon between the Organisation and the Government.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

(a) The Government shall comply with the provisions for " participation of Requesting Governments " in the Observations and Guiding Principles in annex I to part A of Resolution 222 (IX) of the Economic and Social Council of the United Nations, in particular by providing or permitting access to adequate information; facilitating appropriate contacts with Government agencies,

individuals and groups within the country; giving full and prompt consideration to advice received; endeavouring to coordinate governmental policies and administration so as to further and implement the technical assistance rendered; giving publicity within the country to the technical assistance provided, and undertaking sustained efforts to carry forward the work initiated or contemplated.

(b) The Government shall, in consultation with the Organisation, 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 Supplementary Agreements, 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 organisations rendering technical assistance to governments under the Expanded Programme. Any such publication by or through the Organisation shall be undertaken only after consultation with the Government.

(c) With a view to ensuring the most efficient and economical use of the resources available for technical assistance, the Government undertakes to keep the Organisation fully informed of any technical assistance requested or received by it from any other international organisation or any Government which is relevant to any assistance requested from the Organisation.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

- a) The Organisation shall defray the costs of rendering the technical assistance furnished, which are payable outside the country, or such proportions thereof as may be specified in Supplementary Agreements, regarding :
- (i) The salaries of the experts;
 - (ii) Subsistence and travel of the experts from their place of recruitment to the port of entry into the country, and vice versa;
 - (iii) Any other necessary travel outside the country;
 - (iv) Insurance of the experts;
 - (v) Purchase and transport to the country of any equipment or supplies which may be provided by the Organisation for the implementation of any technical assistance;
 - (vi) Any other expenses incurred outside the country and necessary for the provision of the technical assistance.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished as can be paid for in local currency or otherwise, to the following extent :

- (i) Transportation of the experts and of equipment and supplies within the country in connection with the furnishing of technical assistance, and all telephone, telegraph, postal and other communication expenses;
- (ii) Appropriate living accommodation for the experts;
- (iii) Medical care and hospitalisation for the experts;
- (iv) Such other local currency expenses of the experts 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 IV.

(c) In addition to other payments under this Article, the Government shall, after consultation with the senior expert, provide adequate office facilities, office supplies and equipment, the necessary local secretarial, interpreter-translator and related assistance, or any other facilities mutually agreed upon, and shall assume all administrative and financial responsibilities related to the provision of these facilities.

(d) The extent to which the subsistence expenses of experts shall be borne by the Organisation or by the Government and the rate at which such expenses shall be payable shall be determined in the relevant Supplementary Agreements.

(e) For the purpose of meeting such expenses as are payable by it, the Government shall establish a local currency fund, or funds, in such amounts and under such procedures as shall be specified in Supplementary Agreements. Any unused balance, together with a due rendering of accounts, shall be returned to the Government upon final departure of the relevant experts from the country. In lieu of the provision of local currency, the services and payments may, to the extent mutually agreed, be provided directly by the Government.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall issue any necessary administrative instructions according, in respect of all technical assistance operations, the privileges and immunities provided for in the Convention¹ on the Privileges and Immunities

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; Vol. 92, p. 400, et Vol. 96, p. 322.

of the Specialised Agencies, approved by the General Assembly of the United Nations on 21 November 1947 and by the International Labour Conference on 10 July 1948.

(b) The Organisation and the experts shall have the benefit of the most favourable legal rate for conversion of currency prevailing at the time of any conversion made in carrying out their responsibilities under this Agreement and Supplementary Agreements including conversion of any part of the salaries of the experts.

Article V

MODIFICATION OF AGREEMENT, SUPPLEMENTARY AGREEMENTS AND TERMINATION

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

(b) This Agreement and any Supplementary Agreements may be modified by mutual consent of the Organisation and the Government. Each party shall give full and sympathetic consideration to any request for such modification.

(c) This Agreement may be terminated by either party on written notice to the other, termination to take effect sixty days from receipt of such notice. Any such termination shall also constitute a termination of any Supplementary Agreement which may have been concluded pursuant to this Agreement. Any such Supplementary Agreement may also be separately terminated on like notice by the Organisation or by the Government.

(d) Any difference of opinion as to the interpretation of this Agreement or of any Supplementary Agreement shall be settled by an exchange of views between the parties. If the difference is not resolved by such an exchange of views, the parties may agree that it shall be settled by recourse to arbitration. In such case, the Organisation and the Government shall each appoint one arbitrator. Any difference that these cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

IN WITNESS WHEREOF the Government and the Organisation have signed this Agreement at New Delhi this 26th day of April, 1951.

For the International Labour Organisation :
(Signed) M. OSMAY

By special authority of the Director-General
of the International Labour Office

For the Government of India :
(Signed) K. G. AMBYARNAN
Secretary
Department of Economic Affairs
Ministry of Finance