

No. 1391

**INTERNATIONAL LABOUR ORGANISATION
and
ISRAEL**

**Basic Agreement for the provision of technical assistance.
Signed at Hakiryá, on 19 February 1951**

Official text: English.

Registered by the International Labour Organisation on 30 August 1951.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
ISRAËL**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Hakiryá, le 19 février 1951**

Texte officiel anglais.

Enregistré par l'Organisation internationale du Travail le 30 août 1951.

No. 1391. BASIC AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF ISRAEL FOR THE REVISION OF TECHNICAL ASSISTANCE. SIGNED AT HAKIRYA, ON 19 FEBRUARY 1951

The International Labour Organisation (hereinafter referred to as "the Organisation"), 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 the Economic Development of Under-Developed Countries, and the Government of Israel (hereinafter referred to as "the Government") which has requested technical assistance from the Organisation 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 Organisation as compatible with the resolutions mentioned above and it being willing to render it, have entered into the following Basic Agreement through their undersigned duly authorised 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 Organisation, 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 Nations² shall furnish technical assistance to the Government, as shall be determined in Supplementary Agreements to this Basic Agreement.

(b) Technical assistance under this Agreement and Supplementary Agreements shall be furnished primarily through the provision of experts (hereinafter called "the personnel") to visit Israel (hereinafter called "the country") in an advisory capacity. The personnel shall be selected by the Organisation, after consultation with the Government.

(c) Technical assistance furnished under this Agreement and Supplementary Agreements may, to the extent agreed between the Organisation and the Govern-

¹ Came into force on 19 February 1951, by signature.

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

ment, 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 Organisation in connection with the technical assistance furnished under this Agreement and Supplementary Agreements 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.

(e) The personnel shall, in the course of the advisory 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) The personnel shall be solely responsible to and under the supervision and direction of the Organisation.

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; promptly and effectively co-ordinating Government 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, while this agreement is in force, promptly inform the Organisation, in writing, of any technical assistance requested or received by it during the past two years or hereafter from any other international organisation or any government, on a matter dealt with in any agreement supplementary to this Basic Agreement.

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 of same as may be specified in Supplementary Agreements, regarding :—

- (i) The salaries of the personnel;
- (ii) Subsistence and travel of the personnel 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 personnel;
- (v) Purchase and transport to the country of any equipment or supplies essential to the implementation of any technical assistance under this Agreement or Supplementary Agreements;
- (vi) Any other expenses incurred outside the country and necessary for the provision of technical assistance under this Agreement and Supplementary Agreements.

(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) Full subsistence expenses of the personnel, including board, lodging and incidental expenses, at a daily rate in the United States dollars or its equivalent in the currency of the country, such rate to be specified in Supplementary Agreements;
- (ii) Medical care and hospitalisation for the personnel;
- (iii) Transportation of the personnel 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;
- (iv) Such other local currency expenses of the personnel as may be specified in the 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) 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 Supplementary Agreements. Any unused balance, together with a due rendering of accounts, shall be returned to the Government upon final departure of the relevant personnel from the country.

(d) In lieu of the provision of local currency, the services and payments specified 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:—

- (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.

(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 Organisation.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organisation 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 the Immunities of the Specialised Agencies,¹ the Government shall accord to the personnel and to the Organisation, their property and assets in connection with the performance of this Agreement and Supplementary Agreements, all privileges and immunities which are normally accorded to the Organisation, their property, assets, officials and experts under the provisions of that Convention.

(c) The Organisation and the technical assistance personnel shall be allowed to convert other currencies into the currency of Israel 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 Supplementary Agreements; this benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

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, and Vol. 96, p. 322.

Article V

PUBLICATION OF FINDINGS

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.

Article VI

MODIFICATION OF AGREEMENT, SUPPLEMENTARY AGREEMENTS AND TERMINATION

(a) 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.

(b) 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.

(c) Any differences as to the interpretation of this Agreement or any Supplementary Agreements that are not settled directly by the parties concerned shall be settled by recourse to arbitration. In that case the Organisation and the Government shall each appoint one arbitrator. Any differences 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 Hakiryia this nineteenth day of February 1951. The Agreement shall be in force as from this date.

For the Government of Israel :

(Signed) Walter EYTAN
Director General of the
Ministry of Foreign Affairs

For the Director-General of the
International Labour Office :
(Signed) Luis ALVARADO