

No. 1446

**UNITED NATIONS,
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS,
INTERNATIONAL CIVIL AVIATION ORGANIZATION,
INTERNATIONAL LABOUR ORGANISATION
and
BOLIVIA**

**Basic Agreement for the provision of technical assistance.
Signed at La Paz, on 1 October 1951**

Official texts: English and Spanish.

Registered ex officio on 1 October 1951.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE,
ORGANISATION DE L'AVIATION CIVILE
INTERNATIONALE,
ORGANISATION INTERNATIONALE DU TRAVAIL
et
BOLIVIE**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à La Paz, le 1^{er} octobre 1951**

Textes officiels anglais et espagnol.

Enregistré d'office le 1^{er} octobre 1951.

No. 1446. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE INTERNATIONAL LABOUR ORGANIZATION AND THE GOVERNMENT OF BOLIVIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT LA PAZ, ON 1 OCTOBER 1951

The United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization and the International Labour Organization (hereinafter referred to as "the Organizations"), and the Government of Bolivia (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 A of that resolution,³ and the arrangements made by the Council for the administration of the programme;

Considering that the Government has requested technical assistance from the Organizations; and

Considering further that the Organizations and the Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation;

HAVE AGREED AS FOLLOWS :

Article I

1. The Organizations 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

¹ Came into force on 1 October 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.

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, 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 Organizations.

2. The Organizations 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 Organizations concerned 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 Organizations concerned 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 respective Organizations for their programmes.
6. The Organizations concerned shall, with respect to any technical equipment or supplies which may be furnished by them 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 Organizations and the Government.
7. The Organizations concerned 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 Organizations concerned 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 Organizations, 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 Organizations.

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 Organizations concerned.

Article IV

1. The Government undertakes, in so far as it is not already legally bound to do so, to apply to the Organizations, their property, funds and assets, and to their experts and other staff, all the applicable provision of the Convention on the Privileges and Immunities of the United Nations¹ or the Convention on the Privileges and Immunities of the Specialized Agencies.²
2. Staff of the Organizations, including experts engaged by the Organizations as members of their 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 Organizations 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 Government and the Organizations, respectively, have signed the present Agreement at La Paz (Bolivia) this first day of October 1951 in two originals, both in the English and Spanish languages, each text being authentic.

For the Organizations :
(Signed) Carter GOODRICH
Chairman,

U.N. Technical Assistance Mission

For the Government :
Cnel. Tomás Antonio SUÁREZ CASTEDO
Minister of 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.

² 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; Vol. 96, p. 322; Vol. 101, p. 288, and Vol. 102, p. 322.