

No. 1475

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**INTERNATIONAL CIVIL AVIATION ORGANIZATION  
and  
IRAQ**

**Basic Agreement for the provision of technical assistance.  
Signed at Montreal, on 18 September 1951**

*Official text: English.*

*Registered by the International Civil Aviation Organization on 23 October 1951.*

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

**Accord de base relatif à la fourniture d'une assistance  
technique. Signé à Montréal, le 18 septembre 1951**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.*

No. 1475. BASIC AGREEMENT<sup>1</sup> BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF IRAQ FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT MONTREAL, ON 18 SEPTEMBER 1951

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The International Civil Aviation Organization (hereinafter referred to as "the Organization"),

*Considering* the recommendations of the Economic and Social Council of the United Nations made in its resolution number 222 (IX) of 15 August 1949;<sup>2</sup> and

*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 Economic Development of Underdeveloped countries, and the Government of Iraq (hereinafter referred to as "the Government") which has requested technical assistance from the Organization 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 Organization as compatible with the resolutions mentioned above and the Organization being willing to render it, have entered into the following Basic Agreement through their undersigned duly authorized 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 Organization, 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 Nations (which is attached hereto and made a part hereof<sup>3</sup>) shall furnish technical assistance to the Government as shall be determined in the supplemental agreement<sup>4</sup> to this Basic Agreement.

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<sup>1</sup> Came into force on 18 September 1951, upon signature, in accordance with article VI.

<sup>2</sup> United Nations, document E/1553.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

<sup>4</sup> Not published.

(b) Technical assistance under this Agreement and the supplemental agreement shall be furnished primarily through the provision of experts (hereinafter called "the personnel") to visit Iraq (hereinafter called "the country") The personnel shall be selected by the Organization after consultation with the Government.

(c) Technical assistance furnished under this Agreement and the supplemental agreement may, to the extent agreed by the Organization and the Government, 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 Organization in connection with the technical assistance furnished under this Agreement and the supplemental agreement shall remain the property of the Organization providing it unless and until title thereto is transferred on terms and conditions agreed upon between the Organization and the Government.

(e) The personnel shall, in the course of their 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) As part of the technical assistance to be furnished under this Agreement and the supplemental agreement, the Organization may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(g) The personnel shall be solely responsible to and under the supervision and direction of the Organization.

## *Article II*

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

The Government shall, in receiving such technical assistance as shall be set out in the supplemental agreement, 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 III*

### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organization shall defray the costs of rendering the technical assistance furnished, which are payable outside the country, or such proportions of the same as may be specified in the supplemental agreement regarding:

(i) The salaries of the personnel;

- (ii) Subsistence and travel of the personnel from their place of recruitment to the ports of entry into the country and return;
- (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 the technical assistance under this Agreement or the supplemental agreement;
- (vi) Any other expenses incurred outside the country and necessary for the provision of the technical assistance under this Agreement and the supplemental agreement.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and the supplemental agreement as can be paid for in local currencies, or otherwise, to the extent that may be specified in the supplemental agreement.

(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 the supplemental agreement.

(d) In lieu of the provision of local currency, the services and payments referred to 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 Organization.

#### *Article IV*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organization 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 Immunities of the Specialized Agencies,<sup>1</sup> the Government shall accord to the personnel and to the Organization its property and assets in connection with the performance of this Agreement and the supplemental agreement, all privileges and immunities which are accorded to the Organization, its property, assets, officials and experts under the provisions of that Convention.

(c) The Organization and the technical assistance personnel shall be allowed to convert other currencies into Iraqi currency 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 the supplemental agreement; this benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

### Article V

#### PUBLICATIONS OF FINDINGS

The Government shall, in consultation with the Organization, 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 supplemental 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 organizations rendering technical assistance to governments under the Expanded Programme. Any such publication by or through the Organization shall be undertaken only after consultations with the Government.

### Article VI

(a) The Basic Agreement shall enter into force upon signature.

(b) The Basic Agreement and the supplemental agreement made pursuant hereto 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.

<sup>1</sup> 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.

(c) 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 supplemental agreement.

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 Montreal this eighteenth day of September 1951 in English in two copies.

For the Government of Iraq :

Ali FUAD

For the International Civil Aviation  
Organization :

Edward WARNER  
President of the Council, International  
Civil Aviation Organization