

No. 1502

**INTERNATIONAL LABOUR ORGANISATION
and
SYRIA**

**Basic Agreement concerning technical assistance. Signed
at Damascus, on 3 March 1951**

Official text: French.

Registered by the International Labour Organisation on 25 November 1951.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
SYRIE**

**Accord de base pour l'octroi de l'assistance technique.
Signé à Damas, le 3 mars 1951**

Texte officiel français.

Enregistré par l'Organisation internationale du Travail le 25 novembre 1951.

[TRANSLATION — TRADUCTION]

N° 1502. BASIC AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF THE REPUBLIC OF SYRIA. SIGNED AT DAMASCUS, ON 3 MARCH 1951

WHEREAS

The International Labour Organisation (hereinafter called "the Organisation") desires to give effect to the resolutions respectively of the General Assembly of the United Nations and the Assemblies and Conferences on an Expanded Programme of Technical Assistance for Economic Development of Under-Developed Countries; and

The Government of the State of Syria (hereinafter called "the Government") has requested technical assistance from the Organisation in order to further its economic development plans and promote the economic and social progress and welfare of the Syrian people, and the Organisation considers this assistance compatible with the aforesaid resolutions and is prepared to grant it;

NOW THEREFORE, the Organisation and the Government have entered into this Basic Agreement through their duly appointed representatives and hereby declare that their mutual responsibilities will be fulfilled in a spirit of friendly co-operation and that the details of fulfilment of those responsibilities will be governed by rules to be made by agreement.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organisation shall, subject to the provisions of this Basic Agreement and in accordance with the Observations and Guiding Principles set out in annex I to part A of resolution 222 (IX)² of the Economic and Social Council of the United Nations, render the technical assistance requested by the Government on conditions to be determined in supplementary agreements.

(b) The technical assistance furnished under this Agreement and supplementary agreements shall consist mainly of making available the services of experts (hereinafter called "the personnel") who shall go to Syria (hereinafter

¹ Came into force on 3 March 1951, by signature.

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

called "the country") in an advisory capacity. The personnel shall be selected by the Organisation with the prior consent of the Government.

(c) The technical assistance furnished under this Agreement and supplementary agreements may also, to the extent agreed between the Organisation and the Government, consist of awarding scholarships or of making other arrangements for study or training outside the country.

(d) Any technical or other equipment and any supplies which may be furnished by the Organisation as part of the technical assistance rendered under this Agreement and supplementary agreements shall remain the property of the Organisation unless and until such time as title may be transferred on conditions agreed upon between the Organisation and the Government.

(e) The personnel shall, in the course of their advisory work, make every effort to instruct any technical staff of the Government who may be associated with them in the methods 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 mission personnel for this purpose.

(f) The personnel shall be responsible to and under the supervision and direction of the Organisation only.

Article II

CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

(a) The Government shall comply with those provisions of the Observations and Guiding Principles in annex I of resolution 222 (A) IX of the Economic and Social Council of the United Nations which are set out under the heading of "Participation of Requesting Governments". In particular it shall observe the obligation to give or authorize access to the necessary information, to facilitate contact with Government agencies, individuals and groups within the country, to give full and prompt consideration to the advice it receives, to co-ordinate rapidly and effectively its economic policy and the work of its administrative services to ensure that the most effective use is made of the technical assistance rendered, to give publicity to the technical assistance within the country, and to undertake sustained efforts to continue the work started or planned.

(b) While this Agreement remains in force the Government shall inform the Organisation promptly in writing of all forms of technical assistance which it has requested or received during the last two years or may in the future receive

from any other international organization or government. This provision shall also apply to matters dealt with in any supplementary agreement between the Organisation and the Government.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organisation shall defray in full, or in part as may be specified in a supplementary agreement, those costs of furnishing the technical assistance which are payable outside the country, as follows :

- (i) the salaries of the personnel;
- (ii) subsistence and travel of the personnel to and from their place of recruitment to the point of entry into the country;
- (iii) any other necessary travel expenses outside the country;
- (iv) insurance of the experts;
- (v) purchase and transport to the country of any equipment or supplies for the execution of the technical assistance provided under this Agreement and supplementary agreements;
- (vi) any other expenses incurred outside the country and necessary for the furnishing 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) complete subsistence expenses of personnel, including food, lodging and subsidiary expenses, at a daily rate in local currency to be specified in a supplementary agreement;
- (ii) medical care and hospitalization for the personnel;
- (iii) transportation of the personnel and of supplies within the country in connexion 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 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 its obligations under paragraph (b) above, the Government shall establish a local currency fund or funds in such amounts and under such procedures as may be specified in supplementary agreements. Any unused balances shall, after due rendering of accounts, be returned to the Government when the personnel concerned finally leave the country.

(d) Instead of establishing local currency funds the Government may, to the extent specified by agreement, supply in kind the services referred to in paragraph (b).

(e) In addition to other expenses under this article the Government shall, at its own expense and after consultation with the chief of the mission, provide the personnel with :

- (i) adequate office facilities, equipment and supplies;
- (ii) secretarial, interpretation, translation and other services;
- (iii) any other facilities agreed upon between the Government and the Organisation.

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 necessary land, labour, equipment, supplies and other services or property, conditions to be determined by agreement with the Organisation as the need arises.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall do everything within its power to facilitate the Organisation's work under article I and to assist the personnel to obtain the services and facilities required for the proper performance of that work.

(b) Whether the Government has or has not ratified or adhered to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ the Government shall accord to the Organization and to its staff, properties and assets, in execution of this Agreement and the supplementary agreements, all the privileges and immunities normally accorded to the Organisation, its properties and assets and its staff and experts, under the provisions of the Convention.

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; Vol. 96, p. 322; Vol. 101, p. 288; Vol. 102, p. 322; and Vol. 109, p. 319.

(c) The Organisation and the technical assistance personnel shall be allowed to change other currencies for the currency in circulation in Syria at the most favourable current rate of exchange to the extent that may be necessary for them to carry out their duties under this Agreement and supplementary agreements; these facilities shall also be applied to the conversion, wholly or partly, of the salaries of the technical assistance personnel.

Article V

PUBLICATION OF CONCLUSIONS

The Government, in consultation with the Organisation, shall take the necessary steps to ensure the publication of information (or shall provide for study and analysis material suitable for publication) regarding the results of the technical assistance rendered under this Agreement and supplementary agreements and the experience derived therefrom, including the reports or conclusions of the experts, so that full use may be made within the country of that documentary material and that it may also be of value to other countries and to the international organizations rendering technical assistance to governments under the expanded programme. Material of this nature shall be published, whether directly by the Organisation or at its request, only after consultation with the Government.

Article VI

MODIFICATION AND EXPIRY OF THE BASIC AGREEMENT AND SUPPLEMENTARY AGREEMENTS

(a) This Agreement and any supplementary agreements may be modified by agreement between the Organisation and the Government. Each Party shall give full and sympathetic consideration to any request by the other for such modification.

(b) This Agreement may be terminated by either Party upon written notice to the other, and shall terminate thirty days after receipt of such notice. Termination of the Basic Agreement shall be deemed to constitute termination of any supplementary agreements made pursuant thereto. Any such supplementary agreement may also be terminated separately by the Organisation or the Government on the same notice.

(c) The provisions of this Agreement shall be applied in complete conformity with the laws and regulations in force in the country, on the understanding that national legislation may not be applied in such a way as to infringe the provisions of this Agreement.

(d) Any difference on the interpretation of this Agreement or of any supplementary agreement which is not settled directly between the Parties concerned shall be settled by arbitration. In that event the Organisation and the Government shall each appoint one arbitrator. Any difference which the two arbitrators are unable to settle shall be submitted to a third arbitrator appointed by them, whose decision shall be final.

IN WITNESS WHEREOF the Government and the Organisation have signed this Agreement.

The Agreement shall enter into force upon signature.

For the Government
of the Republic of Syria :

(Signed) Dr. Farhan JANDALI
Minister of National Economy

For the Director-General
of the International Labour Office,
and by authority :
(Signed) Paul CASSAN