

**UNITED NATIONS, FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS, INTERNATIONAL CIVIL AVIATION
ORGANIZATION, INTERNATIONAL LABOUR ORGANISATION,
UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION, WORLD HEALTH ORGANIZATION (MEM-
BERS OF THE TECHNICAL ASSISTANCE BOARD)**

**and
IRAN**

**Basic Agreement for the provision of technical assistance. Signed
at New York, on 18 January 1951**

Official text: English.

Registered ex officio on 5 March 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, ORGANISA-
TION DES NATIONS UNIES POUR L'ÉDUCATION, LA SCIENCE
ET LA CULTURE, ORGANISATION MONDIALE DE LA SANTÉ
(MEMBRES DU BUREAU DE L'ASSISTANCE TECHNIQUE)**

**et
IRAN**

**Accord de base relatif à la fourniture d'une assistance technique.
Signé à New-York, le 18 janvier 1951**

Texte officiel anglais.

Enregistré d'office le 5 mars 1951.

No. 1073. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE INTERNATIONAL LABOUR ORGANISATION, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE WORLD HEALTH ORGANIZATION (MEMBERS OF THE TECHNICAL ASSISTANCE BOARD) AND THE GOVERNMENT OF IRAN FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 18 JANUARY 1951

The United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization (hereinafter referred to as "the Organizations"), members of the Technical Assistance Board, 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 Under-developed Countries, and the Government of Iran (hereinafter referred to as "the Government") which has requested technical assistance from the Organizations 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 Organizations as compatible with the resolutions mentioned above and they 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 Organizations, in accordance with the provisions of this Basic Agreement and with the "Observations and Guiding Principles" set forth in

¹ Came into force on 18 January 1951, as from the date of signature, in accordance with article VI.

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 hereof¹) shall furnish technical assistance to the Government as shall be determined in supplemental agreements to this Basic Agreement.

b) Technical assistance under this Agreement and supplemental agreements shall be furnished primarily through the provision of experts (hereinafter called "the personnel") to visit Iran (hereinafter called "the country"). The personnel shall be selected by the Organizations, acting severally or collectively, after consultation with the Government.

(c) Technical assistance furnished under this Agreement and supplemental agreements may, to the extent agreed among the Organizations, acting severally or collectively, 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 Organizations in connexion with the technical assistance furnished under this Agreement and supplemental agreements shall remain the property of the Organizations providing it unless and until title thereto is transferred on terms and conditions agreed upon between the Organizations concerned 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 supplemental agreements, the Organizations, acting severally or collectively, 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 Organizations furnishing them.

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 Agreements, comply where applicable, with those provisions of annex I to part "A" of the Economic and Social Council resolution

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

222 (IX) which are set out under the heading of "Participation of Requesting Governments".

The provisions of this article shall be carried out through the Co-ordinating Committee appointed by the Government (Decree of the Council of Ministers on the 27 of Mehr 1329, No. 749/7).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organizations acting severally or collectively 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 supplemental agreements, 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 supplemental agreements;
- (vi) Any other expenses incurred outside the country and necessary for the provision of the technical assistance under this Agreement and supplemental agreements.

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

(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 supplemental agreements.

(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 Organizations.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organizations 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,¹ the Government shall accord to the personnel and to the Organizations, their property and assets in connexion with the performance of this Agreement and supplemental agreements, all privileges and immunities which are accorded to the Organizations, their property, assets, officials and experts under the provisions of that Convention.

(c) The Organizations and the technical assistance personnel shall be allowed to convert other currencies into Iranian 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 supplemental agreements. This benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

Article V

PUBLICATION OF FINDINGS

The Government shall, in consultation with the Organizations acting severally or collectively, 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

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, and Vol. 79, p. 326.

publication by or through the Organizations 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 any of the supplemental agreements made pursuant hereto 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.

(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 agreements.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Government respectively, have, on behalf of the Parties, signed the present agreement at New York this Eighteenth day of January 1951 in English in two copies.

For the Government of Iran:

For the United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization:

(Signed) Ali Gholi ARDALAN
Permanent Representative to
the United Nations

(Signed) David OWEN
Chairman of the Technical Assistance
Board