

No. 1091

**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**

and

FRANCE

**Basic Agreement for the provision of technical assistance. Signed at
Paris, on 20 March 1951**

**Supplementary Agreement No. 1 to the Basic Agreement. Signed at
Paris, on 20 March 1951**

Official texts: French.

Registered ex officio on 20 March 1951.

TRANSLATION — TRADUCTION

No. 1091. 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 AND THE WORLD HEALTH ORGANIZATION, AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT PARIS, ON 20 MARCH 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") being represented on the Technical Assistance Board, and the Government of the French Republic (hereinafter referred to as "the Administering Power");

Considering the recommendations of the Economic and Social Council of the United Nations made in its resolution 222 (IX) of 15 August 1949,²

Desiring to give effect to the resolutions respectively of the General Assembly of the United Nations and of the Assemblies and Conferences of the other Organizations 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"³ of that resolution, and the arrangements made by the Council for the administration of the programme;

Recalling resolution 322 B (XI)⁴ of the Economic and Social Council which recognized that the people in Libya stand in great need of assistance

¹ Came into force on 20 March 1951, as from the date of signature, in accordance with article V.

² United Nations, document E/1553.

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

⁴ United Nations, document E/1849.

in the development of their economy and in the establishment of an efficient public administration;

Considering that the Administering Power, as the Government at present responsible for the administration of the territory of the Fezzan (hereinafter referred to as "the territory"), has requested technical assistance from the Organizations; and

Considering further that the Organizations and the Administering Power desire that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation;

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 Programme of Technical Assistance for Economic Development", set out in Annex I to part "A" of resolution 222 A (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto¹, render such technical assistance to the Administering Power 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 Administering Power and one or more of the Organizations.

2. The Organizations party to any one of the Supplementary Agreements shall consult with the Administering Power in connexion with the appointment of any experts under that 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 instructions, he shall be responsible to the department of the Administration immediately concerned.

4. Such experts shall, in the course of their work, make every effort to instruct any technical staff of the Administering Power, who 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 Administering Power shall, wherever practicable, attach technical staff to the experts for this purpose.

5. The Organizations concerned shall, in connexion with any fellowships or scholarships awarded to nominees of the Administering Power, provide

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

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 those Organizations and the Administering Power.

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 the territory.

Article II

The Administering Power 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 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 the territory, 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 the place of recruitment and the place of entry into the territory as well as displacement allowance, where applicable;
- (c) Any other necessary travel expenses of the experts outside the territory;
- (d) Insurance of the experts;
- (e) Purchase and transportation to the territory of any equipment or supplies which may be provided by the Organizations for the implementation of any technical assistance;
- (f) Any other expenses incurred outside the territory and necessary for the provision of technical assistance.

2. The Administering Power 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 that may be specified in any of the Supplementary Agreements.
3. For the purpose of meeting its obligations under paragraph 2 above, the Administering Power shall establish, maintain and place at the disposal of the United Nations Mission in Libya, 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 Administering Power, after due rendering of accounts.
4. In lieu of making payment in accordance with paragraph 3 above, the Administering Power may give supplies and services in kind, to the extent that may be agreed upon between the Administering Power and the United Nations Mission in Libya.
5. In appropriate cases, the Administering Power shall also 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

The Administering Power shall, in conformity with the Convention on the Privileges and Immunities of the United Nations¹, issue any necessary administrative instructions according to the Organizations and their experts in the territory all the privileges and immunities for which provision is made in that Convention.

Article V

1. The Basic Agreement shall enter into force upon signature.
2. The Basic Agreement and any of the Supplementary Agreements made pursuant hereto may be modified by agreement between the Organizations and the Administering Power, 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 ter-

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.

mination of the Supplementary Agreements. This Agreement shall in any case be terminated upon the achievement of independence by Libya, which is to take place not later than 1 January 1952.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Administering Power respectively, have, on behalf of the Parties, signed the present agreement in Paris, on 20 March 1951, in French, in two copies.

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:

For the Chairman of the Technical Assistance Board:

(Signed) Thomas F. POWER Jr.
Principal Secretary
United Nations Mission in Libya

For the Government of the French Republic:
The French Ambassador
Secretary-General of the Ministry of Foreign Affairs

(Signed) A. PARODI

No. 1091. SUPPLEMENTARY AGREEMENT No. 1¹ TO THE BASIC AGREEMENT 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 AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT PARIS, ON 20 MARCH 1951

The United Nations and the Food and Agriculture Organization of the United Nations (hereinafter referred to as "the Organizations") and the Government of the French Republic, being the Administering Power of the territory of the Fezzan (hereinafter referred to as "the Administering Power"), acting pursuant to the Basic Agreement for Technical Assistance signed on 20 March 1951 between the Organizations represented on the Technical Assistance Board and the Administering Power,

Have agreed as follows:

Article I

1. The Organizations shall place at the disposal of the Administering Power, subject to the provisions of the Basic Agreement, the services of the following experts:

- (a) One economist, who shall act as the senior member of the group of experts, to make an appraisal of the economic position and the economic potentialities of the territory, to make recommendations regarding the economic and social development of the territory and to assist in the organization of a system for establishing the principal statistics on births, deaths and marriages;
- (b) One public finance expert to collaborate with the economist in his appraisal and to collect, clarify and present, for study and further

¹ Came into force on 20 March 1951, as from the date of signature, in accordance with article III.

use, in conjunction with the Administering Power, such information as is at present available on public finance in the territory;

- (c) One agronomist, to make a study of the agricultural resources of the territory and to make proposals and recommendations for improved methods of crop cultivation, diversification of crops and the adoption of any other measures which may lead to increased agricultural production;
- (d) Three experts, with experience of agricultural development in North Africa, to undertake agricultural demonstrations with a view to assisting the inhabitants to make the best use of the possibilities offered by the new Artesian wells;
- (e) One agricultural expert to conduct a series of experiments directed at the improvement of the different species of date palm;
- (f) One-expert, in the field of social welfare, to make a survey of existing official and private social welfare services and to formulate short and long-term programmes for the development of social welfare services within the general framework of the proposals of the economic experts and taking into account the present state of social development in the territory.

2. In the performance of their duties, the experts shall work in close consultation and full co-operation with the competent agencies and officials of the Administering Power, with any other authorities charged with development projects in the country and with the United Nations Mission in Libya. They will keep the Organizations informed of development plans, proposals and requests for assistance, as well as of the progress of any technical assistance activities pursued in the country.

Article II

1. The Administering Power shall, under the provisions of paragraphs 3 and 4 of article III of the Basic Agreement, undertake to provide the following:

- (a) Food and lodging for the experts throughout the period of their activity in the territory;
- (b) Medical care and hospital services for the experts during the time they are carrying out their functions in the territory;
- (c) All communication facilities, whether post, telegraph or telephone, existing in the territory;

(d) Transportation for all official journeys that the experts may undertake in the territory in order to provide the technical assistance requested by the Administering Power.

2. The Administering Power shall, in accordance with paragraph 3 of article III of the Basic Agreement, and before the first day of each month, deposit to the account of the United Nations Mission in Libya a sum in local currency equivalent to 25 per cent of the cost of food and lodging for the experts during their stay in the territory of the Fezzan, that is to say 350 French francs per expert per day, to cover the additional expenses of the experts during the period of their activity in the territory.

Article III

1. This Supplementary Agreement shall come into force upon signature.
2. This Supplementary Agreement may be modified by agreement between the Organizations and the Administering Power in accordance with article V of the Basic Agreement.
3. This Supplementary 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 this Supplementary Agreement shall not be deemed to affect the Basic Agreement. This Agreement shall in any case be terminated upon the achievement of independence by Libya, which is to take place not later than 1 January 1952.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Administering Power respectively have, on behalf of the Parties, signed this Supplementary Agreement No. 1 in Paris, on 20 March 1951, in French, in two copies.

For the United Nations,
the Food and Agriculture
Organization of the United Nations:

(Signed) Thomas F. POWER Jr.
Principal Secretary
United Nations Mission in Libya

For the Government of the French
Republic:
The French Ambassador
Secretary-General of the
Ministry of Foreign Affairs

(Signed) A. PARODI