

No. 1604

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

and

HAITI

**Basic Agreement for the provision of technical assistance.
Signed at Port-au-Prince, on 28 June 1951**

Official texts: English and French.

Registered ex officio on 8 January 1952.

No. 1604. 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 (MEMBERS OF THE TECHNICAL ASSISTANCE BOARD) AND THE GOVERNMENT OF HAITI FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT PORT-AU-PRINCE, ON 28 JUNE 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 Underdeveloped Countries, and the Government of Haiti (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 8 January 1952, the date of deposit with the Secretary-General of the United Nations of the instrument of ratification by the Haitian Government, in accordance with article VII.

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 Haiti (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 hereto 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 those 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 Organization furnishing them.

ARTICLE II

Co-operation of the Government with respect to the Provision of Technical Assistance

(a) The Government shall comply with the provisions for " Participation of Requesting Government " in the Observations and Guiding Principles in

¹See United Nations, *Treaty Series*, Vol. 76, p. 132, and also United Nations document E/1553.

Annex I to Part " A " of Resolution 222 (IX) of the Economic and Social Council of the United Nations, attached hereto and made part hereof,¹ in particular by providing or permitting access to adequate information facilitating appropriate contacts with Government agencies, individuals, and groups within the country; giving appropriate consideration to advice received; establishing the necessary co-ordination mechanism; giving publicity within the country to the technical assistance provided, and undertaking sustained efforts to carry forward the work initiated or contemplated as result of the technical assistance provided.

b) The Government shall, while the Agreement is in force, promptly inform the Organizations in writing of any technical assistance requested or received by it during the past two years or hereafter from any other international organization or any government, on a matter dealt with in this Basic Agreement or any agreement supplemental to it.

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 supple-

¹ See United Nations, *Treaty Series*, vol. 76, p. 132, and also United Nations document E/1553.

mental 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.

(g) The Organizations shall, in respect of the technical assistance provided under Article I of this Agreement, make provisions for fellowships and scholarships in accordance with the supplemental agreement relating thereto, and with the existing administrative arrangement regarding such fellowships and scholarships set out in the various brochures and administrative instructions of the respective 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 per-

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; Vol. 109, p. 319; Vol. 110, p. 314, and Vol. 117.

formance 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 currencies into Haitian currency at the most favourable legal rate of exchange prevailing at the time of the conversion as long as 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, arrange for the publication of information, or shall provide, for study and analysis, material suitable for publications regarding the results of the technical assistance provided under the terms of this Agreement and supplemental agreements, and the experience derived therefrom, including a report of 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 publications by or through the Organizations shall be undertaken only after consultation with the Government.

ARTICLE VI

Modification of Agreement, Supplemental Agreements and Termination

(a) This Agreement and any supplemental agreement may be modified by mutual consent for the Organizations concerned and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

(b) This Basic Agreement may be terminated by either party upon written notice to the other, termination to take effect 60 days from receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute a termination of any supplemental agreements which have been concluded and annexed hereto. Any supplemental agreement may also be separately terminated upon notice by either party thereto to the other without affecting the Basic Agreement which may continue to remain in force.

(c) Any differences as to the interpretation of this Agreement or any supplemental agreements that are not settled directly by the parties shall be settled by recourse to arbitration. In that case each party shall appoint one

arbitrator. Any differences that these arbitrators cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

ARTICLE VII

The present Agreement will come into effect on the date of the deposit with the Secretary-General of United Nations of an Instrument of Ratification by the Haitian Government.

IN WITNESS WHEREOF the undersigned have, on behalf of the Parties, signed the present Agreement at Port-au-Prince this 28 day of June 1951 in two copies in French and English, the text in both languages being authentic.

For the Organizations :

The Resident Representative of the Secretary-General,
United Nations
A. J. WAKEFIELD

For the Government of the Republic of Haiti :

Le Secrétaire d'État des relations extérieures :
Jacques LÉGER

Le Secrétaire d'État de l'intérieur et des travaux publics :
Arsène MAGLOIRE

Le Secrétaire d'État des finances :
François GEORGES

Le Secrétaire d'État de l'éducation nationale :
Félix DIAMBOIS

Le Secrétaire d'État de l'agriculture,
de l'économie nationale et du commerce :
Jules DOMOND

Le Secrétaire d'État du travail et de la santé publique :
Clément JUMELLE
