

No. 1687

**UNITED NATIONS
and
INDIA**

**Basic Agreement concerning technical assistance. Signed
at New York, on 2 April 1952**

Official text: English.

Registered ex officio on 2 April 1952.

**ORGANISATION DES NATIONS UNIES
et
INDE**

**Accord de base relatif à l'assistance technique. Signé à
New-York, le 2 avril 1952**

Texte officiel anglais.

Enregistré d'office le 2 avril 1952.

No. 1687. BASIC AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF INDIA. SIGNED AT NEW YORK, ON 2 APRIL 1952

Preamble

The United Nations (hereinafter called "the Organization") and the Government of India (hereinafter called "the Government"), desiring to give effect to the resolutions relating to technical assistance of the Organization, which are intended to promote the economic and social progress and development of peoples, have entered into this Basic Agreement and declare that their respective responsibilities shall be fulfilled in a spirit of friendly cooperation.

ARTICLE I

Furnishing of Technical Assistance

1. The Organization shall render technical assistance to the Government on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements pursuant to this Basic Agreement.
2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex 1 of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949,² as well as in accordance with the relevant resolutions and decisions of the General Assembly or other organs of the United Nations.
3. Such technical assistance may consist :
 - (a) of making available the services of experts to the Government, in order to render advice and assistance to the competent authorities;
 - (b) of organizing and conducting seminars, training programmes, demonstration projects, experts' working groups, and related activities in such places as may be mutually agreed;

¹ Came into force on 2 April 1952, upon signature, in accordance with article VI, 1.

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

- (c) of awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government, and approved by the Organization, shall study or receive training outside the country;
 - (d) of preparing and executing pilot projects in such places as may be mutually agreed;
 - (e) of providing any other form of technical assistance which may be agreed upon by the Organization and the Government.
4. (a) Experts who are to render advice to the Government shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization.
- (b) In the performance of their duties the experts shall act in close consultation with the Government and with those persons or bodies so authorized by the Government, and shall comply with such instructions from the Government as may be foreseen in Supplementary Agreements.
- (c) The experts shall in the course of their advisory work make every effort to instruct any technical staff as the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.
5. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organization and the Government.
6. The duration of the technical assistance to be furnished shall be specified in the relative Supplementary Agreements.

ARTICLE II

Cooperation of the Government concerning Technical Assistance

1. The Government will do everything in its power to ensure the effective use of the technical assistance provided.
2. The Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and the Organization itself.
3. In any case, the Government will, as far as practicable, make available to the Organization, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

ARTICLE III

Administrative and Financial Obligations of the Organization

1. The Organization shall defray, in full or in part, as may be specified in supplementary agreements or arrangements, the following costs of technical assistance which are payable outside the country :

- (a) the salaries of the experts;
- (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the country;
- (c) the cost of any other necessary travel outside the country;
- (d) insurance of the experts;
- (e) purchase and transport to and from the point of entry into the country of any equipment or supplies essential to the technical assistance rendered and provided by the Organization;
- (f) any other expenses incurred outside the country and necessary for the technical assistance agreed upon.

2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph 1, of this Agreement.

ARTICLE IV

Administrative and Financial Obligations of the Government

1. The Government shall contribute to the cost of technical assistance by paying for, or directly furnishing, the following facilities and services :

- (a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance;
- (b) The necessary office space and other premises;
- (c) Supplies and materials obtainable within the country;
- (d) Transportation of personnel, supplies and equipment for official purposes within the country;
- (e) Postal and telecommunications for official purposes;
- (f) Medical care for technical assistance personnel;
- (g) Such subsistence for experts as may be specified in Supplementary Agreements.

2. For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where the Organization has the custody of such a fund, account shall be duly rendered and any unused balance shall be returned to the Government.
3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, as may be specified under Supplementary Agreements.
4. In appropriate cases the Government shall put at the disposal of the experts such labour, equipment, supplies, and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

ARTICLE V

Facilities, Privileges and Immunities

1. The Government shall apply to the Organization, their staff, funds properties and assets, the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations.¹
2. Staff of the Organization, including experts engaged by them as members of their staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention.

ARTICLE VI

1. This Basic Agreement shall enter into force upon signature by duly authorized representatives of the Organization and the Government.
2. This Basic Agreement and any supplementary agreement or arrangement 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.
3. The Basic Agreement may be terminated by either the Organization or the Government upon written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of the Basic Agreement shall be

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.

deemed to constitute termination of the supplementary agreements or arrangements.

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 New York this 2nd day of April 1952 in the English language, in two originals.

For the Organization :
H. L. KEENLEYSIDE
Director-General, TAA
United Nations

For the Government :
R. DAYAL
Permanent Representative of India
to the United Nations