

No. 1739

**UNITED NATIONS,
INTERNATIONAL LABOUR ORGANISATION,
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS,
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION,
INTERNATIONAL CIVIL AVIATION ORGANIZATION,
and WORLD HEALTH ORGANIZATION
and
ISRAEL**

**Special Agreement concerning technical assistance. Signed
at New York, on 22 May 1952**

Official texts: English and Hebrew.

Registered ex officio on 3 June 1952.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE,
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE,
ORGANISATION DE L'AVIATION CIVILE
INTERNATIONALE,
ORGANISATION MONDIALE DE LA SANTÉ
et
ISRAËL**

**Accord spécial relatif à la fourniture d'une assistance
technique. Signé à New-York, le 22 mai 1952**

Textes officiels anglais et hébreu.

Enregistré d'office le 3 juin 1952.

No. 1739. SPECIAL AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANISATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION, THE INTERNATIONAL CIVIL AVIATION ORGANISATION AND THE WORLD HEALTH ORGANISATION AND THE GOVERNMENT OF ISRAEL. SIGNED AT NEW YORK, ON 22 MAY 1952

The Secretary-General of the United Nations (hereinafter referred to as the Secretary-General), as Chairman of the Technical Assistance Board on behalf of the United Nations, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, The International Civil Aviation Organisation and the World Health Organisation (hereinafter called "the Organisations"),

and

The Government of Israel (hereinafter called "the Government"), desiring to give effect to the resolutions and decisions relating to technical assistance of the Organisations, which are intended to promote the economic and social progress and development of peoples and in pursuance of the technical assistance agreements concluded between any of the Organisations and the Government,

Have entered into this Special Agreement through their undersigned duly authorized representatives.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Secretary-General shall arrange to appoint as soon as practicable, a Resident Technical Assistance Representative (hereinafter referred to as "the Representative"), initially for a period of 1 year, who will represent the Board and each of the participating organisations.

¹ Came into force on 22 May 1952, as from the date of signature, in accordance with article IV.

2. The services of the Representative shall be provided and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949,¹ and as appropriate in accordance with the relevant resolutions and decisions of the assemblies, conferences, and other organs of the Organisations.

3. The Representative shall work in close co-operation with the experts appointed by the Organisations. His duties will be as follows :

(a) To assist and advise the Government regarding the presentation of technical assistance requests which it may wish to submit to the Organisations, taking into account :

- (i) the relative urgency of specific projects within the general economic development programme and policies of the Government,
- (ii) the technical assistance resources of the participating Organisations,
- (iii) any other existing or projected technical assistance in the country.

(b) To advise the Board and the Organisations concerned on requests and programmes of technical assistance in the country of his assignment.

(c) To negotiate with the Government technical assistance agreements on behalf of the Organisations and assist these Organisations in such other negotiations at the policy level as may be necessary with the Government.

(d) To assist in ensuring the effective rendering of assistance by the various Organisations and in harmonizing the activities of experts and specialists provided by these Organisations, with a view to assuring the development of well-balanced and co-ordinated technical assistance programmes in that country and to keep himself informed on the activities of the Organisations and the experts within the country.

(e) To assist the Government in the establishment of co-ordinating machinery for facilitating the rendering of technical assistance.

(f) To make available to the experts such administrative services as may be specified in the letter of instructions, including the payment of allowances to the experts out of funds received from the Government or from the Organisations.

(g) In consultation with the experts concerned, to assist and advise the appropriate authorities of the Government and the Organisations concerned regarding the selection of candidates for fellowships or scholarships of the Organisations concerned and in the presentation of related applications.

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

(h) To maintain, in all matters pertaining to technical assistance, the most effective liaison between the Government, on the one hand, and the Organisations on the other, and in this connexion to make every effort to facilitate direct contact and co-operation between the experts and various technical departments of the Government.

4. The duties mentioned above refer to activities under the Expanded Programme of Technical Assistance and will be performed in accordance with the terms of the Agreement and the decisions of the Technical Assistance Board. In addition, these duties may, as the Organisations deem it appropriate, refer to activities of the Organisations undertaken under their regular technical assistance programmes, in which case the relevant resolutions of the Organisations would apply.

5. In the performance of his duties the Representative shall work in close consultation and full co-operation with the competent agencies of the Government and any associated authority, charged with the execution of development projects in the country. He will report to and correspond directly with the Organisations on matters of specific interest to them, including, particularly, development plans and proposals and other related technical assistance activities pursued in the country. He will report to the Secretary-General in the latter's capacity as Chairman of TAB on matters of general interest to the Organisations, as well as on the progress of the technical assistance programme as a whole.

6. The Organisations shall appoint such staff as they may deem appropriate to assist the representative in the discharge of his functions.

Article II

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

1. The Organisations shall be responsible for the payment of the salary and any subsistence allowances of the Representative, and for any travel expenses incurred by him outside Israel in connexion with his official duties.

2. The Government shall pay for or directly furnish :

(a) An appropriate office with normal facilities and supplies, equipment and other materials needed by the Representative for his work, as well as official postal, telegraph and telephone communications.

(b) Such technical and clerical help as the representative may need.

(c) The cost of any official travel which he may undertake in Israel at the request of the Government.

It is understood that the accommodation to be provided will be adequate for the Representative's needs so as to enable his office to serve also as a local headquarters for such other experts as may be provided to Israel by the Organisations in connexion with their technical assistance activities in the country.

Article III

FACILITIES, PRIVILEGES AND IMMUNITIES

The Government shall apply to the Representative and any staff which may be appointed by the Organisations to assist him, the appropriate provisions¹ of the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on Privileges and Immunities of the Specialized Agencies.²

Article IV

1. This Agreement shall enter into force upon signature by duly authorized representatives of the Organisations and of the Government.
2. This Agreement may be modified by agreement between the Organisations concerned and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.
3. This Agreement may be terminated by all or any of the Organisations so far as they are respectively concerned, or by the Government upon the written notice to the other party and shall terminate 60 days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representative of the Secretary-General and the Government respectively, have, on behalf of the Parties, signed the present agreement at New York this 22nd day of May 1952 in the English and Hebrew languages in two copies.

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.

² 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; Vol. 117, p. 386; Vol. 122, p. 335; Vol. 127, p. 328, and p. 309 of this volume.

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

(Signed) A. D. K. OWEN

Chairman, Technical Assistance Board

For the Government of Israel :

(Signed) Arthur LOURIE

Envoy Extraordinary and Plenipotentiary