

No. 383

**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

LIBYA

**Basic Agreement concerning technical assistance. Signed
at Tripoli, on 24 December 1951**

Official texts: English and Arabic.

Filed and recorded by the Secretariat on 21 January 1952.

No. 383. BASIC AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA. SIGNED AT TRIPOLI, ON 24 DECEMBER 1951

The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, and the World Health Organization (hereinafter referred to as "the Organizations"), being represented on the Technical Assistance Board, and the Government of the United Kingdom of Libya (hereinafter referred to as "the Government");

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

DESIRING to give effect to the resolutions relating to technical assistance of the Organizations and, in particular, 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 principals set out in Annex I to Part "A" of that resolution³ and the arrangements made by the Council for the administration of the programme;

RECALLING the various resolutions of the General Assembly and of the Economic and Social Council which recognized that the people in Libya stand in great need of assistance in the development of their economy and in the establishment of an efficient public administration;

¹ Came into force on 24 December 1951, upon signature, in accordance with article V.

² United Nations document E/1553.

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

CONSIDERING that the Government has requested technical assistance from the Organizations; and

CONSIDERING further that the Organizations and the Government 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 (IX) of the Economic and Social Council of the United Nations, render such technical assistance to the Government 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 Government and one or more of the Organizations.

2. The Organizations party to any one of the Supplementary Agreements shall consult with the Government in connection 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. In the performance of their duties, the experts shall act in close consultation with the appropriate officials of the Government and within the framework of the general administrative regulations of the Government.

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

5. The Organizations concerned shall, in connection with any fellowships or scholarships awarded to nominees of the Government, provide 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 Governments.

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 of the territories.

Article II

The Government 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 or within Libya, or such proportions thereof as may be specified in any of the Supplementary Agreements regarding :

- (a) the salaries of the experts;
- (b) the cost of lodging and subsistence of the experts;
- (c) subsistence and travel of the experts to and from the place of recruitment and Libya as well as displacement allowance, where applicable;
- (d) any other necessary travel expenses of the experts outside of Libya;
- (e) insurance of the experts;
- (f) purchase and transportation to Libya of any equipment or supplies which may be provided by the Organizations for the implementation of technical assistance;
- (g) any other expenses incurred inside or outside Libya necessary for the provision of technical assistance;

2. The Government 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. In appropriate cases, the Government 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

1. Pending ratification by the Government of the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on the

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.

Privileges and Immunities of the Specialized Agencies,¹ the Government shall apply to the Organizations, their staff, funds, properties and assets the appropriate provisions of those Conventions.

2. Staff of the Organizations, 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 Conventions.

Article V

1. This Basic Agreement shall enter into force upon signature.

2. This Basic Agreement and any of the Supplementary 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.

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 termination of the Supplementary 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 Tripoli, this 24th day of December 1951 in English and Arabic in four copies.

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

(Signed) Thomas F. POWER, Jr.

Personal Representative of the Secretary-General of the United Nations, Principal Secretary of the United Nations Mission in Libya

For the Government of the United Kingdom of Libya :

(Signed) Mahmoud MUNTASSER

Prime Minister and Foreign Minister

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, et Vol. 117.