

No. 1633

**UNITED NATIONS
and
URUGUAY**

**Basic Agreement for the provision of technical assistance.
Signed at Montevideo, on 17 October 1951**

Official text: Spanish.

Registered ex officio on 27 February 1952.

**ORGANISATION DES NATIONS UNIES
et
URUGUAY**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Montevideo, le 17 octobre 1951**

Texte officiel espagnol.

Enregistré d'office le 27 février 1952.

[TRANSLATION — TRADUCTION]

No. 1633. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF URUGUAY FOR THE PROVISION OF TECHNICAL ASSISTANCE, SIGNED AT MONTEVIDEO, ON 17 OCTOBER 1951

The United Nations (hereinafter referred to as “ the Organization ”), and the Government of Uruguay (hereinafter referred to as “ the Government ”);

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

DESIRING to give effect to the resolutions of the General Assembly of the United Nations on an expanded programme of technical assistance for the economic development of under-developed countries, which approved the observations and guiding principles set out in Annex I to part A³ of that resolution, and the arrangements made by the Council for the administration of the programme;

CONSIDERING further that the said Organization 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 Organization shall, subject to the provisions of the present Basic Agreement and, 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 (a copy of which is annexed hereto),³ render such technical assistance to the Government as shall be set out in Supplementary Agreements to be made pursuant to the Basic Agreement between the Government and the Organization.

2. The Organization shall consult with the Government in connexion with the appointment of experts under those Supplementary Agreements.

¹ Came into force on 17 October 1951, upon signature, in accordance with article V.

² United Nations document E/1553.

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

3. Such experts shall be responsible to and shall work under the supervision and direction of the Organization, except that in so far as an expert is required to perform executive functions or to give instruction, he shall be responsible to the Department of the Government immediately concerned.
4. Such experts shall, in the course of their work, make every effort to instruct any technical staff of the Government which 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 Organization shall, in connexion with any fellowships and 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 Organization for its programme.
6. The Organization shall, with respect to any technical equipment or supplies which may be furnished by it 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 the Organization and the Government.
7. The Organization 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 country.

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 number 222 (IX) which are set out under the heading of "Participation of Requesting Governments".

Article III

1. The Organization shall, in respect of the technical assistance provided under any of the Supplementary Agreements, defray those costs which are payable outside of the country, 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 their place of recruitment and the place of entry into the country, as well as displacement allowance, where applicable;
 - c) any other necessary travel expenses of the experts outside of the country;

- d) insurance of the experts;
- e) purchase and transportation to the country of any equipment or supplies which may be provided by the Organization for the implementation of any technical assistance;
- f) any other expenses incurred outside of the country and necessary for the provision of technical assistance.

2. The Government shall assume responsibility for such part of the costs of the technical assistance to be furnished under this Agreement and Supplementary Agreements as can be paid for in local currency, or otherwise, to the following extent :

- a) subsistence expenses of the personnel as required by resolution 222 (IX) of the Economic and Social Council of the United Nations;
- b) medical care and hospitalization for the personnel;
- c) transportation of the personnel and of equipment and supplies within the country in connexion with the furnishing of technical assistance, and all official telephone, telegraph, postal and other communication expenses;
- d) such other local currency expenses of the personnel as may be specified in Supplementary Agreements;
- e) any taxes or other duties or levies collected by the Government not covered by the privileges and immunities under article IV.

3. The Government shall provide for the personnel, at its own expense, after consultation with the responsible representative of the Organization, the following services :

- a) adequate office facilities, office supplies and equipment;
- b) necessary local secretarial, interpreter-translator, or other assistance;
- c) any other necessary facilities, mutually agreed upon.

The Government shall assume all administrative and financial responsibilities related to the provision of the facilities specified in this paragraph.

4. For the purpose of meeting its obligations under paragraph 2 above, the Government shall establish, maintain and place at the disposal of the Organization one or more local currency funds in such amounts and under such procedures as may be specified in the Supplementary Agreements. Any unused balances shall be returned to the Government after due rendering of accounts.

5. In lieu of making payment in accordance with paragraph 2 above, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Government and the Organization.

6. In appropriate cases, the Government shall provide such land, labour, equipment or property as may be required, to be determined as the need arises, in agreement with the Organization.

Article IV

The Government shall, after the Convention on the Privileges and Immunities of the United Nations¹ has been duly ratified by Uruguay, apply to the Organization, its property and assets and to its experts and other personnel, all the pertinent stipulations of that Convention, or of any other instrument related to privileges and immunities which might be ratified by Uruguay in the future.

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 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 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, being the duly authorized representatives of the Organization and the Government, respectively, have signed the present Agreement at Montevideo this seventeenth day of October 1951, in two originals, in the Spanish language.

For the Organization :
Enrique S. DE LOZADA
Representative of the Technical
Assistance Administration of the
United Nations

For the Government of Uruguay :
Eduardo JIMÉNEZ de ARÉCHAGA
Undersecretary of State in the
Department of Foreign Relations,
President of the Interministerial
Commission of Technical Assistance

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.