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 YUGOSLAVIA

Special Agreement concerning technical assistance. Signed at Belgrade and at New York, on 11 April 1952

Amendment to the above-mentioned Special Agreement effected by an exchange of letters, dated at Belgrade, on 18 July 1952 and at New York on 20 August 1952

Prolongation and modification of the above-mentioned Special Agreement effected by an exchange of letters, dated at New York on 8 January 1953 and at Belgrade on 3 March 1953

Official texts: English.

Registered ex officio on 1 September 1953.

SPECIAL AGREEMENT<sup>1</sup> BETWEEN THE UNITED No. 2255. NATIONS, THE INTERNATIONAL LABOUR ORGANISA-TION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED STATES EDUCATIONAL. SCIENTIFIC AND CULTURAL ORGA-NIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE WORLD HEALTH ORGA-NIZATION AND THE GOVERNMENT OF THE FEDE-RAL PEOPLE'S REPUBLIC YUGOSLAVIA OF. CERNING TECHNICAL ASSISTANCE. SIGNED ATBELGRADE AND AT NEW YORK, ON 11 APRIL 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 Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization and the World Health Organization (hereinafter called "the Organizations"),

and

The Government of the Federal People's Republic of Yugoslavia (hereinafter called "the Government"), desiring to give effect to the resolutions and decisions relating to technical assistance of the Organizations, 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 Organizations and the Government,

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

<sup>&</sup>lt;sup>1</sup> Came into force on 11 April 1952, upon signature, in accordance with article IV (1).

#### Article I

#### FURNISHING OF TECHNICAL ASSISTANCE

- 1. The Secretary-General shall arrange to appoint, as soon as practicable, a Technical Assistance Liaison Officer initially for a period of one year, who will represent the Board and each of the participating Organizations.
- 2. The services of the Liaison Officer shall be provided and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222A (IX) of the Economic and Social Council of the United Nations of 15 August 1949, and as appropriate in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organizations.
- 3. The Liaison Officer shall work in close co-operation with the experts appointed by the Organizations. His duties will be as follows:
- (a) To inform the Government of the aims and procedures of the programmes of technical assistance of the participating Organizations;
- (b) To keep the Technical Assistance Board and the participating Organizations informed of development programmes and policies of the Government as well as all technical assistance activities carried on by the Government and by other organizations in Yugoslavia;
- (c) To negotiate with the Government technical assistance agreements on behalf of the participating Organizations and assist these Organizations in such other negotiations at the policy level as may be necessary with the Government;
- (d) To assist the appropriate authorities of the Government in the formulation of technical assistance requests which they may wish to submit to the participating Organizations;
- (e) To assist in working out effective arrangements for the rendering of technical assistance by the participating Organizations, and in harmonizing the activities of experts and specialists provided by them, with a view to assuring the development of well-balanced and co-ordinated technical assistance programmes in Yugoslavia;
- (f) To assist the appropriate authorities in the nomination of candidates for fellowships or scholarships to be awarded by the participating Organizations;
- (g) To act as administrative officer for the experts, namely to assist in making the necessary arrangements concerning the subsistance allowances for experts sent to Yugoslavia and for other costs borne by the Government in

<sup>&</sup>lt;sup>1</sup> United Nations, Treaty Series, Vol. 76, p. 132.

accordance with agreements concluded between the Government and the respective Organizations regarding the services of specific experts;

- (h) To co-operate with the Technical Assistance Office, which is the co-ordinating of technical assistance, and with any other authorities charged with development projects in Yugoslavia;
- (i) Generally to maintain the most effective liaison on behalf of the participating Organizations, both with the Government and with the representatives in Yugoslavia of agencies rendering technical assistance to that country under other programmes.
- 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 this Agreement and the decisions of the Technical Assistance Board. In addition, these duties may, as the Organizations deem it appropriate, refer to activities of the Organizations undertaken under their regular technical assistance programmes, in which case the relevant resolutions of the Organizations would apply.
- 5. In the performance of his duties the Liaison Officer shall work in close consultation and full co-operation with the competent agencies and officials of the Government and any other authorities charged with development projects in Yugoslavia. He will report to and correspond directly with the participating Organizations on matters of specific interest to them including, particularly, development plans and proposals and other related technical assistance activities in the country. He will report to the Secretary-General of the United Nations in the latter's capacity as Chairman of the Technical Assistance Board on matters of general interest to the participating Organizations, as well as on the progress of the technical assistance programme as a whole.

#### Article II

- 1. The Organizations shall be responsible for the payment of the salary and any subsistence allowances of the Liaison Officer, and for any travel expenses incurred by him outside the country in connexion with his official duties.
- 2. The Government shall pay for or directly furnish:
- (a) An appropriate office with normal facilities, supplies, equipment and other materials needed by the Liaison Officer for his work (to the extent that

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such facilities, supplies and equipment are available in Yugoslavia), as well as official postal, telegraph and telephone communications;

- (b) Such reasonable translation and interpreting services, as well as such technical and secretarial help as the Liaison Officer may need;
- (c) Transportation for the Liaison Officer in respect of any official travel which he may have to undertake in Yugoslavia in the performance of his task;
- (d) Cost of medical care and hospitalization for the Liaison Officer and his immediate dependants while in Yugoslavia.

With reference to (a) and (b) above, it is understood that the accommodation to be provided will be adequate for the Liaison Officer's needs so as to enable the office to serve also as a local headquarters for such other experts as may be provided to the country by the Organizations in connexion with their technical assistance activities in Yugoslavia.

### Article III

### FACILITIES, PRIVILEGES AND IMMUNITIES

Notwithstanding whether the Government has ratified the Convention on the Privileges and Immunities of the United Nations<sup>1</sup> and the Convention on the Privileges and Immunities of the Specialized Agencies,<sup>2</sup> the Government shall apply to the Liaison Officer and any staff which may be appointed by the Organizations to assist him, the appropriate provisions of these Conventions.

### Article IV

- 1. This Agreement shall enter into force upon signature by duly authorized representatives of the Organizations and of the Government.
- 2. This Agreement may be modified by agreement between the Organizations concerned and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> 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. 329; Vol. 131, p. 309; Vol. 136, p. 386; Vol. 161, p. 364, and Vol. 171, p. 412.

3. This Agreement may be terminated by all or any of the Organizations 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 THEREOF the undersigned, duly appointed representatives of the Organizations and the Government respectively, have, on behalf of the Parties, signed the present agreement at Belgrade and New York this 11th day of April in the English language in two 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) A. D. K. OWEN

For the Government of the Federal People's Republic of Yugoslavia:

(Signed) Slavaljub Petrovic

# AMENDMENT TO THE SPECIAL AGREEMENT CONCERNING TECHNICAL ASSISTANCE

By the Agreement concluded by an exchange of letters dated at Belgrade on 18 July 1952 and at New York on 20 August 1952, the Special Agreement of 11 April 1952 concerning technical assistance was amended as follows:

The term "Representative" replaces the term "Liaison Officer" throughout the Agreement.

# PROLONGATION AND MODIFICATION OF THE SPECIAL AGREEMENT CONCERNING TECHNICAL ASSISTANCE

By the Agreement concluded by an exchange of letters dated at New York on 8 January 1953 and at Belgrade on 3 March 1953, the Special Agreement of 11 April 1952 concerning technical assistance was prolonged until 31 December 1953 and was modified as follows:

(a) The term "Representative" replaces the term "Liaison Officer" throughout the Agreement, and

(b) Article II, 2 (c), reads as follows: "Transportation for the Resident Representative, local or otherwise, within the country, which he may undertake in the performance of his task. The total cost of this transportation shall be paid for by the Government. As an exceptional measure, the Technical Assistance Board will contribute in 1953 a suitable vehicle(s) for its Representative."