

No. 2256

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**UNITED NATIONS,  
FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS,  
INTERNATIONAL CIVIL AVIATION ORGANIZATION,  
INTERNATIONAL LABOUR ORGANIZATION  
and WORLD HEALTH ORGANIZATION  
and  
TURKEY**

**Basic Agreement for the provision of technical assistance  
(with exchange of letters). Signed at Ankara, on  
5 September 1951**

*Official texts: English and French.*

*Registered ex officio on 1 September 1953.*

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

**Accord de base concernant la fourniture d'une assistance  
technique (avec échange de lettres). Signé à Ankara,  
le 5 septembre 1951**

*Textes officiels anglais et français.*

*Enregistré d'office le 1<sup>er</sup> septembre 1953.*

No. 2256. BASIC AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE INTERNATIONAL LABOUR ORGANISATION AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF TURKEY FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT ANKARA, ON 5 SEPTEMBER 1951

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The United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization, the International Labour Organisation and the World Health Organization (hereinafter referred to as “the Organizations”), being represented on the Technical Assistance Board, and the Government of Turkey (hereinafter referred to as “the Government”);

*Considering* the recommendations of the Economic and Social Council of the United Nations as set out in its resolution number 222 (IX)<sup>2</sup> of 15 August 1949; and

*Desiring* to give effect 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 principles set out in Annex I<sup>3</sup> part “A”, of that Resolution, and the arrangements made by the Council for the administration of the programme;

*Considering* that the Government has requested technical assistance from the Organizations;

*Considering* further that the Organizations and the Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation;

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 Ex-

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<sup>1</sup> Came into force on 5 September 1951, upon signature, in accordance with article V. The agreement was ratified by the Turkish Grand National Assembly on 3 July 1953.

<sup>2</sup> United Nations, *Official Records of the Economic and Social Council, Fourth Year, Ninth Session, Supplement No. 1* (E/1553).

<sup>3</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

panded Programme of Technical Assistance for Economic Development", set out in Annex I, Part "A", of Resolution number 222 (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto<sup>1</sup>), 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 Agreement"), between the Government and one or more of the Organizations;

2. The Organizations shall consult with the Government in connection with the appointment on any experts under the relevant Supplementary Agreement.

3. Such experts shall be responsible to and shall work under the supervision and direction of the Organizations concerned 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 Organizations concerned shall, in connection 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 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 Government.

7. The Organizations 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 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, Part "A", of the Economic and Social Council Resolution number 222 (IX) which are set out under the heading of "Participation of Requesting Governments".

<sup>1</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

*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 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 Organizations 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 incidental to the furnishing of technical assistance as can be paid in local currency, to the extent specified in any of the Supplementary Agreements.

3. For the purpose of meeting its obligations under paragraph 2 above, the Government shall establish, maintain and place at the disposal of the resident technical assistance representative or such other person as shall be designated by the Organizations, a local currency fund or funds in such amounts and under such procedures as may be specified in any of the Supplementary Agreements. Any unused balances shall be returned to the Government after due rendering of accounts, upon final departure of the technical assistance personnel from the country.

4. In lieu of making payment in accordance with paragraphs 2 and 3 above, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Government and the Organizations concerned.

5. The Government shall, in addition to its obligations under this Article, provide for the personnel, at its own expense, after consultation with the resident technical assistance representative where appointed, or such other person as may be designated and referred to in paragraph 3 above :-

- (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.

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 Organizations.

#### Article IV

The Government undertakes, in so far as it is not already legally bound to do so, to apply to the Organizations, their property, funds and assets, and to their experts and other staff, all the applicable provisions of the Convention of the Privileges and Immunities of the United Nations<sup>1</sup> and of any other instrument referring to privileges and immunities which shall hereafter come into force between one or more of the Organizations respectively and the Government, when and as such instruments become duly effective.

#### Article V

1. The Basic Agreement shall enter into force upon signature, provided that it is ratified by the Turkish Grand National Assembly.
2. The Basic Agreement and any of the Supplementary Agreements made pursuant thereto 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, being the duly authorized representatives of the Organizations and the Government, respectively, have on behalf of the parties signed the present Agreement at Ankara this 5th day of September 1951 in the English language, a text in the French language to be prepared and signed after the above date whereupon the French text shall be equally authentic with the English text.

For the Organizations :

(Signed) Milton WINN

United Nations Special Technical  
Assistance Representative to the  
Government of the Republic of Turkey

For the Government :

(Signed) Fatin R. ZORLU

General Secretary for the Organization  
of the International Economic Cooperation

<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.

## EXCHANGE OF LETTERS

## I

*The General Secretary for the Organization of the International Economic Co-operation to the United Nations Special Technical Assistance Representative to the Government of the Republic of Turkey*

September 5, 1951

Sir,

Referring to our recent conversations concerning the application of Article IV of the Basic Agreement signed today between the Government of the Republic of Turkey on the one hand, and the United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization, the International Labour Organization and the World Health Organization on the other hand, I have the honor to confirm that we agreed as follows :

Pending the coming into force of any instruments mentioned in Article IV, other than the Convention on the Privileges and Immunities of the United Nations, and which refer to privileges and immunities, the Organizations concerned, their experts and other staff shall have the same privileges and immunities for each category respectively which are provided pursuant to the terms of the said Convention on the Privileges and Immunities of the United Nations as acquiesced in by Turkey.

I would appreciate to receive assurances that the foregoing understanding is in conformity with views of the Organizations concerned.

Please accept, Sir, the renewed assurances of my highest consideration.

(Signed) Fatin R. ZORLU  
General Secretary for the Organization  
of the International Economic Cooperation

Mr. Milton Winn  
United Nations Special Technical Assistance  
Representative to the Government  
of the Republic of Turkey

## II

*The United Nations Special Technical Assistance Representative to the Government of the Republic of Turkey to the General Secretary for the Organization of the International Economic Cooperation*

September 5, 1951

Excellency :

I have the honor to acknowledge the receipt of your Note of September 5, 1951, which reads as follows :

[See letter I]

I am very pleased to confirm to you that the foregoing understanding is in conformity with views of the Organizations concerned.

Please accept, Excellency, the renewed assurances of my highest consideration.

(Signed) Milton WINN  
United Nations Special Technical  
Assistance Representative to the  
Government of the Republic of Turkey

His Excellency Fatin Rüstü Zorlu  
General Secretary for the Organization  
of the International Economic Cooperation

## III

*The General Secretary for the Organization of the International Economic Cooperation to the United Nations Special Technical Assistance Representative to the Government of the Republic of Turkey*

September 5, 1951

Sir :

On the occasion of the signing of the Basic Agreement today between the Government of the Republic of Turkey on the one hand, and the United Nations, the Food and Agriculture Organization of the United Nations, the International Civil Aviation Organization, the International Labour Organization and the World Health Organization on the other hand, you have our assurance that

we will use our best efforts to take all necessary steps to obtain the ratification of the above Agreement by the General Assembly at its next session as soon as possible.

Please accept, Sir, renewed assurances of my highest consideration.

(Signed) Fatin Rüstü ZORLU  
General Secretary for the Organization  
of the International Economic Cooperation

Mr. Milton Winn  
United Nations Special Technical Assistance  
Representative to the Government  
of the Republic of Turkey.