

**INTERNATIONAL LABOUR ORGANISATION,
UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
and
COSTA RICA**

**Joint Basic Agreement on technical assistance. Signed at
San José, on 28 March 1951**

**Additional Protocol to the above-mentioned Basic Agreement.
Signed at Paris, on 6 July 1951, and at San José, on
10 January 1952**

D. J. Murphy

Official texts: English and Spanish.

Registered by the International Labour Organisation on 30 November 1953.

**ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE
et
COSTA-RICA**

**Accord de base relatif à l'assistance technique. Signé à
San-José, le 28 mars 1951**

**Protocole additionnel à l'Accord de base susmentionné.
Signé à Paris, le 6 juillet 1951, et à San-José, le
10 janvier 1952**

Textes officiels anglais et espagnol.

Enregistrés par l'Organisation internationale du Travail le 30 novembre 1953.

No. 2399. JOINT BASIC AGREEMENT¹ ON TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF COSTA RICA. SIGNED AT SAN JOSÉ, ON 28 MARCH 1951

Through their undersigned duly authorized representatives, the United Nations Educational, Scientific and Cultural Organization, and the International Labour Organisation (hereinafter called the "Organizations") and the Government of Costa Rica (hereinafter called the "Government") agree as follows :

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organizations, in accordance with the provisions of this Basic Agreement and with the Observations and Guiding Principles set forth in Annex I to Part "A" of Resolution 222 (IX) of the Economic and Social Council of the United Nations (which are attached hereto and made a part thereof)² shall furnish technical assistance to the Government as shall be determined in supplementary agreements to this Basic Agreement.

(b) Technical assistance under this Agreement and supplementary agreements shall be furnished primarily through the provision of experts (hereinafter called "the personnel") to visit Costa Rica (hereinafter called "the country") in an advisory capacity. The personnel shall be selected by the Organizations, acting severally or collectively, after consultation with the Government.

(c) Technical assistance furnished under this Agreement and supplementary agreements, may, to the extent agreed between the Organizations, acting severally or collectively, and the Government, take the form of the provision of fellowships or other arrangements for study and training outside the country.

(d) Any technical or other equipment or supplies provided by the Organizations in connexion with the technical assistance furnished under this Agreement and supplementary agreements shall remain the property of the Organizations

¹ Came into force on 28 March 1951, in accordance with the final clause.

² United Nations, *Treaty Series*. Vol. 76, p. 132.

providing it unless and until title thereto is transferred on terms and conditions agreed upon between the Organizations concerned and the Government.

(e) The personnel shall, in the course of their advisory work, make every effort to instruct such of the Government's technical staff as may be associated with the personnel, on the methods, techniques and practices of their work and in the principles on which these are based, and the Government shall, whenever practicable, attach technical staff to the personnel for this purpose.

(f) As part of the technical assistance to be furnished under this Agreement and supplementary agreements, the Organizations, acting severally or collectively, may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(g) The personnel shall be solely responsible to and under the supervision and direction of the Organizations furnishing them.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

(a) The Government will :

Provide or permit access to adequate information ;

Facilitate appropriate contacts with Government agencies, individuals and groups within the country ;

Give full and prompt consideration to advice received ;

Promptly and effectively co-ordinate governmental policies and administration so as to further and implement the technical assistance rendered ;

Utilize individuals benefiting from foreign study grants, referred to in Article I (c), in fields directly related to the subjects studied abroad ;

Undertake sustained efforts to carry forward the work initiated or recommended by the Missions.

(b) The Government will designate an agency for the purpose of paragraph (a) and as the agency with which U.N.E.S.C.O. will deal in connection with technical assistance rendered under this Agreement.

(c) The Government confirms that no requests for technical assistance on the matters specified in the attached annexes has been or is being made to any other international organization or government.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organizations shall defray the costs of rendering the technical assistance provided, which are payable outside the country or such proportions of the same as may be agreed upon between the parties regarding :

- (i) The salaries of the personnel sent by the Organization ;
- (ii) The cost of subsistence and travel of the personnel from their place of recruitment to the point of entry into the recipient country ;

- (iii) The expenses involved in any other necessary travel outside that country ;

- (iv) The cost of any insurance provided for the personnel sent by the Organization ;

- (v) The expenses incurred in technical testing referred to in paragraph (f) of Article I.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be provided under this Agreement as can be paid for in local currency, or otherwise, to the following extent :

- (i) For personnel appointed for one year or more : cost of lodging ; for days of travel on duty within the country, involving absence from his normal living quarters, the cost of board and lodging.

- (ii) Medical care and hospitalization for the personnel ;

- (iii) Transportation of the personnel within the country in connection with the provision of technical assistance, and all telephone, telegraph, postal and other communication expenses ;

- (iv) Any other local currency expenses of the personnel, agreed upon with the Government ;

- (v) Any taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Article IV.

(c) For the purpose of meeting expenses under paragraph (b) the Government shall establish and maintain a local currency fund which shall at no time be less than the amount specified in the annexes. Such fund shall be placed at the disposal of the senior member of the personnel. Any unused balance, after due rendering of accounts, shall be returned to the Government upon final departure of the personnel from the country.

(d) In addition to other payments under this Article, the Government shall provide to the personnel at its own expenses :

- (i) Adequate office facilities, office equipment and supplies ;
- (ii) After consultation with the senior member of the personnel, the Government shall provide the necessary local secretarial interpreter-translator and related assistance ;
- (iii) Any other facilities mutually agreed upon.

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

(e) In appropriate cases, the Government shall provide such land, labour, equipment, etc., as may be needed and which will be determined as the need arises in agreement with the Organizations.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall take all practicable measures to facilitate the activities of the Organizations under Article I and to assist the personnel in obtaining such services and facilities as may be required to carry on these activities.

(b) Notwithstanding that the Government may or may not have already ratified or acceded to the Convention on the Privileges and the Immunities of the Specialized Agencies,¹ the Government shall accord to the personnel and to the Organizations, their property and assets in connexion with the performance of this Agreement and supplementary agreements, all privileges and immunities which are normally accorded to the Organizations, their property, assets, officials and experts under the provision of that Convention.

(c) The Organizations and the personnel for technical assistance shall have the benefit of the most favourable rate for conversion of currency prevailing at the time of any conversion made in carrying out their responsibilities under this Agreement, in accordance with the legal provision on the matter.

Article V

PUBLICATION OF FINDINGS

The Government shall, in consultation with the Organizations, acting severally or collectively, arrange for the publication of information, or shall provide, for study and analysis, material suitable for publication regarding the results of the technical assistance provided under the terms of this Agreement and supplementary agreements, and the experience derived therefrom, including any report or findings

¹ United Nations, *Treaty Series*, Vol. 33, p. 261 ; Vol. 43, p. 342 ; Vol. 46, p. 335 ; 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 ; Vol. 131, p. 309 ; Vol. 136, p. 386 ; Vol. 161, p. 364 ; Vol. 168, p. 322, and Vol. 171, p. 412.

of any expert, so that it may be of full use within the country and of value to other countries and to the international organizations rendering technical assistance to governments under the Expanded Programme. Any such publication by or through the Organizations shall be undertaken only after consultation with the Government.

Article VI

MODIFICATION OF AGREEMENT, SUPPLEMENTAL AGREEMENTS AND TERMINATION

(a) This Agreement and any supplementary agreements may be modified by mutual consent of the Organizations, acting severally or collectively as may be necessary, and of the Government. All parties shall give full and sympathetic consideration to any request for such modification.

(b) This Agreement may be terminated on written notice by the Organizations acting collectively or by the Government, termination to take effect sixty days from receipt of such notice. Any such termination shall also constitute a termination of any supplementary agreements which may have been concluded pursuant to this Agreement. Any such supplementary agreement may also be separately terminated on like notice by the Organization or Organizations concerned, or by the Government.

(c) Any differences as to the interpretation of this Agreement or any supplementary agreement that are not settled directly by the parties concerned, shall be settled by recourse to arbitration. In that case the Organizations concerned, acting collectively, and the Government, shall each appoint one arbitrator. Any differences that these arbitrators cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

IN WITNESS WHEREOF the Government and the Organizations have signed this Agreement at San José this 28 day of March 1951 in two copies in Spanish and English, the text in both languages being authentic.

The Agreement shall be in force as from this date.

For the International Labour
Organisation :

(Signed) A. GUIGUI

For the United Nations Educational,
Scientific and Cultural Organization :

(Signed) J. TAYLOR

For the Government of Costa Rica :

(Signed) Virgilio CHAVERRI

ADDITIONAL PROTOCOL¹ TO THE JOINT BASIC AGREEMENT² ON TECHNICAL ASSISTANCE BETWEEN THE INTERNATIONAL LABOUR ORGANISATION, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION AND THE GOVERNMENT OF COSTA RICA. SIGNED AT PARIS, ON 6 JULY 1951, AND AT SAN JOSÉ, ON 10 JANUARY 1952

Through their undersigned duly authorised representatives, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organisation and the Government of Costa Rica agree to modify the Joint Basic Agreement on Technical Assistance of 28 March 1951² in the following terms :

1. To adapt the English text of paragraph (b) of Article II to the corresponding Spanish text deleting the word "U.N.E.S.C.O." and substituting the words "the Organisations".

2. To amend paragraph (b) of Article VI by replacing the words "acting collectively" by the words "acting severally or collectively".

3. To amend paragraph (c) of the same Article VI by replacing the words "acting collectively" by the words "acting severally or collectively".

IN WITNESS WHEREOF the Government and the Organisations have signed this Additional Protocol at Geneva on this twenty-sixth day of September 1951, at Paris on this 6th day of July 1951 and at San José on this 10th day of January 1952 in three copies in Spanish and English, the text in both languages being authentic.

This Additional Protocol shall come into force as from the date of the last signature.

For the Government of Costa Rica : For the International Labour Organisation :

(Signed) Virgilio CHAVERRI

By special authority of the Director-General of the International Labour Office :

(Signed) Luis ALVARADO
Assistant Director-General

For the United Nations Educational, Scientific and Cultural Organisation :

(Signed) J. TORRES BODET

¹ Came into force on 10 January 1952, as from the date of the last signature, in accordance with the final clause.

² See p. 62 of this volume.