

No. 2074

**UNITED NATIONS,
INTERNATIONAL LABOUR ORGANISATION,
UNITED NATIONS EDUCATIONAL
SCIENTIFIC AND CULTURAL ORGANIZATION,
INTERNATIONAL CIVIL AVIATION ORGANIZATION
and WORLD HEALTH ORGANIZATION
and
NICARAGUA**

**Basic Agreement concerning technical assistance. Signed
at Managua, on 16 December 1952**

D. indet
Official texts: English and Spanish.

Registered ex officio on 1 February 1953.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE, ET LA CULTURE,
ORGANISATION DE L'AVIATION
CIVILE INTERNATIONALE
et ORGANISATION MONDIALE DE LA SANTÉ
et
NICARAGUA**

**Accord de base relatif à l'assistance technique. Signé à
Managua, le 16 décembre 1952**

D. indet
Textes officiels anglais et espagnol.

Enregistré d'office le 1^{er} février 1953.

No. 2074. BASIC AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE, BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC, AND CULTURAL ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, AND THE WORLD HEALTH ORGANIZATION ON THE ONE HAND, AND THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA, ON THE OTHER. SIGNED AT MANAGUA, ON 16 DECEMBER 1952

The United Nations, the International Labor Organization, the United Nations Educational, Scientific, and Cultural Organization, the International Civil Aviation Organization and the World Health Organization, represented in the Technical Assistance Board, and hereinafter called " the Organizations ", and the Government of the Republic of Nicaragua, 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, have entered into this Basic Agreement in a spirit of friendly cooperation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements by each one of the Organizations pursuant to this Basic Agreement.
2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222(IX) A² 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.

¹ Came into force on 16 December 1952, upon signature, in accordance with article VI (1).

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

3. Such technical assistance may consist :
 - (a) of making available the services of experts to the Republic of Nicaragua (hereinafter called " the country "), in order to render advice and assistance to the appropriate authorities;
 - (b) of organizing and conducting seminars, training programmes demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;
 - (c) of awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government, and approved by the organization concerned shall study or receive training outside the country;
 - (d) of preparing and executing pilot projects in such places as may be mutually agreed upon;
 - (e) of providing any other form of technical assistance which may be agreed upon by the Organizations and the Government.
4.
 - (a) Experts who are to render advice and assistance to the Government shall be selected by the Organizations in consultation with the Government. They shall be responsible to the Organizations.
 - (b) In the performance of their duties the experts shall act in close consultation with the Government and with those persons or bodies so authorized by the Government and shall comply with such instructions from the Government as may be foreseen in the supplementary agreements or arrangements.
 - (c) The experts shall in the course of their advisory work make every effort to instruct any technical staff the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.
5. Any technical equipment or supplies which may be furnished by the Organizations shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organizations and the Government.
6. The duration of the technical assistance to be furnished shall be specified in the relative supplementary agreements or arrangements.

Article II

COOPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

1. The Government shall do everything in its power to ensure the effective use of the technical assistance provided.

2. The Government and the Organizations shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organizations themselves.
3. In any case, the Government will, as far as practicable, make available to the Organizations, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATIONS

1. The Organizations shall defray, in full or in part, as may be specified in supplementary agreements or arrangements, the costs necessary to the technical assistance which are payable outside the country, as follows :
 - (a) the salaries of the experts;
 - (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the country;
 - (c) the cost of any other travel outside the country;
 - (d) insurance of the experts;
 - (e) purchase and transport to and from the point of entry into the country, of any equipment or supplies provided by the Organizations.
 - (f) any other expenses outside the country approved by the Organizations.

2. The Organizations shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph I, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical assistance by paying, for, or directly furnishing, the following facilities and services.
 - (a) local personnel services, technical and administrative, including the necessary local secretarial help, interpreter translators, and related assistance;
 - (b) the necessary office space and other premises;
 - (c) equipment and supplies produced within the country;
 - (d) transportation of personnel, supplies and equipment for official purposes within the country;

- (e) postage and telecommunications for official purposes;
- (f) medical care for technical assistance personnel;
- (g) such subsistence for experts as may be specified in supplementary agreements or arrangement.

2. For the purpose of meeting the expense payable by it, the Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where the Organizations have the custody of such a fund account shall be duly rendered and any unused balance shall be returned to the Government.

3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organizations, as may be specified under supplementary agreements or arrangements.

4. In appropriate cases the Government shall put at the disposal of the experts such labour, equipment, supplies, and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. Notwithstanding whether the Government has ratified the Convention on the Privileges and Immunities of the United Nations¹, and the Convention on the Privileges and Immunities of the Specialized Agencies,² the Government shall apply to the Organizations, their staff, funds, properties and assets, the appropriate provisions of these Conventions.

2. Staff of the Organizations, including experts engaged by them as members of their staff assigned to carry out the purpose of this Agreement, shall be deemed to be officials within the meaning of the above Conventions.

Article VI

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Organizations and of the Government.

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.

² 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. 328; Vol. 131, p. 309, and Vol. 136, p. 386.

2. This Basic Agreement and any supplementary agreement or arrangement 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 the Organizations or by the Government upon written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of the Basic Agreement in respect to the Organizations shall be deemed to constitute termination of the supplementary agreements or arrangements made by the Organizations.

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 in the City of Managua, 16th day of December of year 1952, in the Spanish and English languages in two copies.

For the Government of the Republic of Nicaragua :

(Signed) OSCAR SEVILLA SACASA
Minister of Foreign Relations

For the Technical Assistance Board of the United Nations :

(Signed) A. OROPEZA CASTILLO
Regional Representative of the United Nations Technical Assistance
Administration for Latin America