

No. 2592

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**UNITED NATIONS,  
INTERNATIONAL LABOUR ORGANISATION,  
FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS,  
UNITED NATIONS EDUCATIONAL,  
SCIENTIFIC AND CULTURAL ORGANIZATION,  
INTERNATIONAL CIVIL  
AVIATION ORGANIZATION,  
WORLD HEALTH ORGANIZATION  
and  
FRANCE**

**Basic Agreement for the provision of technical assistance  
to the Trust, Non-Self-Governing and other Territories  
for whose international relations that Government is  
responsible. Signed at Paris, on 31 May 1954**

*Official text: French.*

*Registered ex officio on 28 June 1954.*

[TRANSLATION — TRADUCTION]

No. 2592. BASIC AGREEMENT<sup>1</sup> BETWEEN THE 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 THE GOVERNMENT OF THE FRENCH REPUBLIC FOR THE PROVISION OF TECHNICAL ASSISTANCE TO THE TRUST, NON-SELF-GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THAT GOVERNMENT IS RESPONSIBLE. SIGNED IN PARIS, ON 31 MAY 1954

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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 referred to as « the Organizations”), being represented on the Technical Assistance Board, and the Government of the French Republic (hereinafter referred to as “the French Government”);

Desiring to promote the advancement of the inhabitants of the Territories in the spirit of Chapters XI and XII of the United Nations Charter;

Considering the recommendations of the Economic and Social Council of the United Nations made in its resolution 222 (IX) of 15 August 1949<sup>2</sup> and the recommendations of the General Assembly of the United Nations made in its resolutions 439 (V) of 2 December 1950<sup>3</sup> and 444 (V) of 12 December 1950<sup>4</sup>;

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 Organ-

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<sup>1</sup> Came into force on 31 May 1954, upon signature, in accordance with article V (1).

<sup>2</sup> United Nations, *Official Records of the Economic and Social Council, fourth year, ninth session, Supplement No. 1* (E/1553, p. 4).

<sup>3</sup> United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A/1775, p. 52).

<sup>4</sup> United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A/1775, p. 54).

izations on an expanded programme of technical assistance for economic development of under-developed countries, which approved the observations and guiding principles set forth in Annex I to Part A of resolution 222 (IX) of the Economic and Social Council<sup>1</sup> and the arrangements made by the Council for the administration of the programme ;

Considering that the Organizations and the French Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation ;

Have agreed as follows :

#### *Article I*

1. The Organizations shall, subject to the provisions of this Agreement (hereinafter referred to as " the Basic Agreement") and, so far as relevant, in accordance with the "Observations on and Guiding Principles of an Expanded Programme of Technical Assistance for Economic Development", set forth 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 to this Agreement<sup>1</sup>), render such technical assistance as shall be set forth in Supplementary Agreements to be made pursuant to the Basic Agreement (hereinafter referred to as "the Supplementary Agreements") to those Governments of the Territories for whose international relations the French Government is responsible (hereinafter referred to as "Governments of the Territories") and for which technical assistance is requested by the French Government. Such supplementary agreements shall be made between the Organizations acting jointly or separately, and the Government of the Territory concerned, acting with the authority of the French Government, and the French Government will assume the international obligations arising from such supplementary agreements in the same manner as if they had been concluded in the name of the French Government.

2. The Organizations party to any one of the Supplementary Agreements shall consult with the Government of the Territory concerned in connexion with the appointment of any experts under that Supplementary Agreement.

3. The experts shall be responsible to, and 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 instructions, he shall also be under the supervision and direction of the appropriate department of the Government of the Territory concerned.

4. The experts shall, in the course of their work, make every effort to instruct any local technical staff of the Government of the Territory concerned who may be associated with them, in the methods, techniques and practices of that work and in the principles upon which these are based ; the Government of the Territory concerned shall, wherever practicable, attach technical staff to the experts for this purpose.

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

5. The Organizations concerned shall give sympathetic consideration to candidates nominated by the French Government in the awarding of fellowships and scholarships in accordance with the administrative and other arrangements which have been drawn up by the respective 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 of the Territory concerned.

7. The Organizations concerned 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 Territories.

### *Article II*

The Governments of the Territories shall, in receiving such technical assistance as shall be set forth in the Supplementary Agreements, comply, where applicable, with those provisions of Annex I to Part A of the Economic and Social Council resolution 222 (IX) which are set forth under the heading of "Participation of Requesting Governments".

### *Article III*

1. The Organization concerned shall, in respect of the technical assistance provided under any of the Supplementary Agreements, defray those expenses which are incurred outside the Territories, or such proportions thereof as may be specified in any of the Supplementary Agreements regarding :

- (a) Salaries of the experts ;
- (b) Subsistence and travel of the experts to and from the place of recruitment and the place of entry into the Territories, as well as displacement allowance, where applicable ;
- (c) Any other necessary travel expenses of the experts outside the Territories ;
- (d) Insurance of the experts ;
- (e) Purchase and transport to the Territories 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 the Territories and necessary for the provision of technical assistance.

2. (a) The Government of each Territory which receives technical assistance under the Basic Agreement or any Supplementary Agreement shall assume responsibility for the payment in local currency of such part of the costs of the technical

assistance so furnished to it as should be paid for in local currency or provided in kind according to the resolution adopted by the Technical Assistance Committee of the Economic and Social Council on 26 February (a copy of which is annexed to this Agreement)<sup>1</sup>, subject to any modification specified in any Supplementary Agreement.

(b) For the purpose of meeting expenses under this paragraph, the Government of the Territory shall establish a local currency fund or funds, in such amounts and under such procedures as shall be specified in Supplementary Agreements.

3. In lieu of the provision of local currency in accordance with paragraph 2 above, the Government of the Territory may provide supplies and services in kind, to the extent that may be agreed upon between the Government and the Organizations concerned.

4. In appropriate cases, the Government of the Territory shall provide such land, labour, equipment, supplies and other services or property as may be needed, which will be determined as the need arises in agreement with the Organizations concerned.

#### Article IV

1. The Government of each Territory which receives technical assistance under the Basic Agreement or any Supplementary Agreement shall, in its Territory, apply to the Organizations, their funds, property and assets, and to their staff the appropriate provisions of 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>.

2. Nevertheless, the principles and regulations set forth in the second of the above-mentioned Convention may be modified by agreement, as the need arises, when Supplementary Agreements are concluded.

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

<sup>1</sup> United Nations, *Treaty Series*, Vol. 84, p. 310.

<sup>2</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; Vol. 173, p. 369; Vol. 177, p. 324 and Vol. 180, p. 296.

<sup>3</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; Vol. 168, p. 322; Vol. 171, p. 412; Vol. 175, p. 364; Vol. 183, p. 348 and Vol. 187.

*Article V*

1. The Basic Agreement shall enter into force upon signature.

2. The Basic Agreement may be modified by agreement between the Organizations and the French Government. The Supplementary Agreements made pursuant to the Basic Agreement may be modified by agreement between the Organizations party thereto and the Government of the Territory concerned acting in accordance with the provisions of Article I, paragraph 1. In each case, the parties will give full and sympathetic consideration to any request made 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, duly appointed representatives of the Organizations and the French Government respectively, have, on behalf of the parties, signed this Agreement at New York this 31st day of May 1954, in French in two copies.

For the Organizations :

(Signed) A. D. K. OWEN  
Executive Chairman of the Technical Assistance Board

For the Government of the French Republic :

(Signed) Maurice SCHUMANN