

No. 2611

**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
IRAQ**

**Special Agreement concerning technical assistance. Signed
at New York, on 30 June 1954**

Official text: English.

Registered ex officio on 30 June 1954.

**ORGANISATION DES NATIONS UNIES,
ORGANISATION INTERNATIONALE DU TRAVAIL,
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE,
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
IRAK**

**Accord spécial relatif à l'assistance technique. Signé à
New-York, le 30 juin 1954**

Texte officiel anglais.

Enregistré d'office le 30 juin 1954.

No. 2611. SPECIAL AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN 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 MEMBERS OF THE TECHNICAL ASSISTANCE BOARD AND THE GOVERNMENT OF IRAQ. SIGNED AT NEW YORK, ON 30 JUNE 1954

The Executive Chairman of the Technical Assistance Board (hereinafter referred to as Chairman), 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 Iraq (hereinafter referred to as "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 agreed as follows :

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Chairman shall arrange to appoint, subject to the approval of the Government, a Resident Technical Assistance Representative (hereinafter referred to as "the Representative") initially for a period of 1 year, who will represent the Board and each of the Participating Organizations.

¹ Came into force on 30 June 1954, upon signature, in accordance with article IV.

2. The services of the Representative shall be provided and received in accordance with the Observations and Guiding Principles set forth in Annex 1 of Resolution 222 IX (A) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto)¹, and as appropriate in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organizations.

3. The Representative shall work in close co-operation with the experts appointed by the Organizations. His duties will be as follows :

(a) To assist and advise the Government regarding the presentation of technical assistance requests which it may wish to submit to the Organizations, taking into account :

- (i) the relative urgency of specific projects within the general economic development programme and policies of the Government,
- (ii) the technical assistance resources of the Participating Organizations,
- (iii) any other existing or projected technical assistance in the country.

(b) To advise the Technical Assistance Board and the Organizations concerned on requests and programmes of technical assistance in Iraq.

(c) To negotiate with the Government technical assistance agreements on behalf of the Organizations and assist the Organizations in such other negotiations at the policy level as may be necessary with the Government.

(d) To assist in ensuring the effective rendering of assistance by the various Organizations and in co-ordinating the activities of experts and specialists provided by these Organizations, with a view to assuring the development of well-balanced and integrated technical assistance programmes in Iraq and to keep himself informed on the activities of the Organizations and the experts within the country.

(e) To co-operate with the co-ordinating machinery set up by the Government for facilitating the rendering of technical assistance.

(f) To make available to the experts such administrative services as may be found necessary or desirable, including the payment of allowances to the experts out of funds received from the Government or from the Organizations.

(g) In consultation with the experts concerned, to assist and advise the appropriate authorities of the Government and the Organizations concerned regarding the selection of candidates for fellowships or scholarships of the Organizations concerned and in the presentation of related applications.

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

(h) To maintain, in all matters pertaining to technical assistance, the most effective liaison between the Government, on the one hand, and the Organizations on the other, and in this connexion to make every effort to facilitate direct contact and co-operation between the experts and various technical departments of the Government.

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 Representative shall work in close consultation and full co-operation with the competent agency of the Government and any associated authorities, charged with the execution of development projects in the country. He will report to and correspond directly with the Organizations on matters of specific interest to them, including, particularly, development plans and proposals and other related technical assistance activities pursued in the country. He will report to the Executive Chairman of TAB on matters of general interest to the Organizations, as well as on the progress of the technical assistance programme as a whole,

6. The Chairman may appoint, after consultation with the Government, such internationally recruited staff as may be found necessary to assist the Representative in the discharge of his function.

Article II

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

1. The Organizations shall be responsible for the payment of the salary and any subsistence allowances of the Representative and his internationally recruited staff, and for any travel expenses incurred by them outside Iraq in connexion with their official duties.

2. The Government shall pay for or directly furnish the following facilities and services :

(a) The necessary office space for the Resident Representative and his staff in one of the Government Ministries.

(b) Office equipment and supplies produced within the country.

(c) Local secretarial help, interpretation and translation facilities and related assistance within the availability of such staff in the Government.

(d) Necessary transportation for the Resident Representative and his staff within Iraq and outside headquarters in Baghdad for mutually agreed official travel.

(e) Postal and telecommunications for official purposes.

(f) Medical care of the Resident Representative and his internationally recruited staff.

(g) Subsistence for the Resident Representative and his staff while traveling in Iraq in accordance with (d) above.

In relation to local travel including that envisaged in (d) above, it is understood that should the organization supply an official car for the use of the Resident Representative the Government would be responsible for providing a driver and meeting all the other operating costs involved.

Article III

FACILITIES, PRIVILEGES AND IMMUNITIES

In accordance with the Convention on the Privileges and Immunities of the United Nations¹ to which the Government has acceded by ACT XX of 1948, the Government shall apply to the Resident Representative and his internationally recruited staff, funds, properties and assets, the appropriate provisions of this Convention. The Resident Representative and his international staff shall be deemed to be officials in the meaning of this Convention.

Article IV

1. This Agreement shall enter into force upon signature by the Chairman and the duly authorized representative 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.
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.

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; Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324, and Vol. 180, p. 296.

IN WITNESS WHEREOF the undersigned, the Executive Chairman of the Technical Assistance Board and the duly appointed representative of the Government have signed the present agreement at United Nations, New York, New York this 30 June 1954 in English in two copies.

The Special Agreement shall be in force as from this date.

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, and the International Civil Aviation Organization, and the World Health Organization :

(Signed) David OWEN
Chairman of the Technical Assistance Board

For the Government of Iraq :
(Signed) Awni KHALIDY
Permanent Representative of Iraq to the
United Nations
