

**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
VENEZUELA**

**Agreement concerning technical assistance (with exchange
of letters). Signed at New York, on 19 August 1954**

Official texts: Spanish and English.

Registered ex officio on 1 November 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,
ORGANISATION MONDIALE DE LA SANTÉ
et
VENEZUELA**

**Accord d'assistance technique (avec échange de lettres).
Signé à New-York, le 19 août 1954**

Textes officiels espagnol et anglais.

Enregistré d'office le 1^{er} novembre 1954.

[TRANSLATION — TRADUCTION]

No. 2710. 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 AND THE GOVERNMENT OF VENEZUELA. SIGNED AT NEW YORK, ON 19 AUGUST 1954

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 Organisations"), members of the Technical Assistance Board, and the Government of Venezuela (hereinafter called "the Government");

Desiring to give effect to the resolutions and decisions relating to technical assistance of the Organisations, which are intended to promote the economic and social progress and development of peoples;

Have entered into this Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organisations shall render technical assistance to the Government in accordance with the terms of the present Agreement. The Organisations, acting jointly or separately, and the Government shall co-operate in arranging, on the basis of the requests received from the Government and approved by the Organisations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.

2. Such technical assistance shall be furnished and received in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organisations; technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic Development.

¹ Came into force on 19 August 1954, upon signature, in accordance with article VI (1).

opment of Under-Developed Countries shall, in particular, be furnished and received in accordance with the Observations and Guiding Principles set forth in annex I of Resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949.¹

3. Such technical assistance may consist of :

(a) making available the services of experts, in order to render advice and assistance to or through the Government;

(b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;

(c) awarding scholarships and fellowships or making other arrangements under which candidates chosen by mutual agreement between the Government and the Organisations concerned, shall study or receive training outside the country;

(d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) providing any other form of technical assistance which may be agreed upon by the Organisations and the Government;

4. (a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organisations in consultation with the Government. They shall be responsible to the Organisations concerned.

(b) In the performance of their duties, the experts shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organisations concerned and the Government.

(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.

(d) The experts shall have proper respect for the laws and authorities of the country and shall be completely discreet with respect to official matters which may come to their knowledge during the fulfilment of their mission.

5. Any technical equipment or supplies which may be furnished by the Organisations shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organisations concerned and the Government.

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

6. The technical assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the Government. The Government, therefore, agrees to assume all responsibility and to indemnify the Organisations, their experts, agents or officials, against any third-party claims or obligations resulting from any act undertaken in virtue of this Agreement.

Article II

CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

1. The Government shall do everything within its means to ensure the effective use of the technical assistance provided, and, in particular agrees to apply to the fullest possible extent the provisions set forth in annex I to Resolution 222 A (IX) of the Economic and Social Council under the heading "Participation of Requesting Governments".

2. The Government and the Organisations concerned 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 Organisations themselves.

3. In any case, the Government will, as far as practicable, make available to the Organisations concerned, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

4. The Government shall associate with the experts such technical staff as may be mutually agreed upon and as may be necessary to give full effect to the provision of article I, paragraph 4 (c).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANISATIONS

1. The Organisations shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside Venezuela (hereinafter called "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 Organisations;
- (f) Any other expenses outside the country approved by the Organisations concerned.

2. The Organisations concerned shall defray such expenses in local currency of the country as are not payable by the Government under article IV, paragraphs 1 and 2 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, including local transport;

(e) Postage and telecommunications for official purposes;

(f) Such medical services and facilities for technical assistance personnel as may be available to the civil servants of the country.

2. (a) The subsistence allowance of experts shall be paid by the Organisations but the Government shall contribute towards this payment a lump sum in local currency, amounting to 50 per cent of the daily subsistence rate established for the country by the Technical Assistance Board, multiplied by the number of expert man-days spent on mission in the country, the furnishing by the Government of lodging in kind for experts to be deemed to be the equivalent of a contribution of 40 per cent of the full daily subsistence rate.

(b) The Government will pay its contribution towards the subsistence allowance of experts in the form of an advance before the beginning of each year or of the mutually agreed upon period of months to be covered by the payment, in an amount to be computed by the Executive Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their services in the country during such year or period, and taking into account any undertaking of the Government to provide lodging in kind for experts. At the end of each year or period, the Government will pay or be credited with, as the case may be, the difference between the amount paid by it in advance and the full amount of its contribution payable in accordance with (a) above.

(c) The contributions of the Government towards the subsistence allowance of experts shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, and in accordance with such procedures as may be mutually agreed upon previously.

(d) The term “expert” as used in this paragraph also includes any other Technical Assistance personnel assigned by the Organisations for service in the country pursuant to this Agreement, except any representative in the country of the Technical Assistance Board and his staff.

(e) The Government and the Organisation concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services were made available under a technical assistance programme financed from the regular budget of one of the Organisations.

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

4. The Government shall defray such portion of the expenses to be paid outside the country as are not payable by the Organisations, and as may be mutually agreed upon previously.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. Until such time as the Government of Venezuela accedes to the provisions of the Convention on the Privileges and Immunities of the United Nations,¹ and to the Convention on the Privileges and Immunities of the Specialized Agencies,² the Government will extend to the Organisations and their technical assistance officials referred to in this Agreement, the privileges and immunities provided for in these Conventions.

2. The Organisations and technical assistance officials referred to in this Agreement shall have the benefit of the most favourable legal rate of conversion of currency in effect in Venezuela at the time of conversion, provided that the latter is required for the fulfilment of functions referred to in this Agreement, including the conversion of any proportion of the experts' salaries.

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.

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; Vol. 136, p. 386; Vol. 161, p. 364; Vol. 168, p. 322; Vol. 171, p. 412; Vol. 175, p. 364; Vol. 183, p. 348; Vol. 187, p. 415; Vol. 193, p. 342, and Vol. 199, p. 314.

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.

2. This Agreement shall supersede and replace the Basic Agreement concerning Technical Assistance concluded on 5 March 1954¹ between the Government of Venezuela and the United Nations as well as the provisions referring to any other matter covered by this Agreement contained in any other agreement concerning Technical Assistance concluded between the Organisations severally or collectively and the Government.

3. This Agreement may be modified by agreement between the Organisations concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organisations concerned and by the Government in keeping with relevant resolutions and decisions of the Assemblies, conferences, councils and other organs of the Organisations. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.

4. This Agreement may be terminated by all or any of the Organisations so far as they are respectively concerned, or by the Government upon written notice to the other parties and shall terminate 60 days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organisations and of the Government respectively, have, on behalf of the Parties, signed the present Agreement at New York this 19th day of August in the Spanish language in two copies.

For the Government of Venezuela :

S. PÉREZ PÉREZ

Permanent Representative of Venezuela to the United Nations

For the United Nations, the International Labour Organisation, The Food and Agricultural Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, and the World Health Organization :

David OWEN

Executive Chairman of the Technical Assistance Board

¹ United Nations, *Treaty Series*, Vol. 187, p. 9.

EXCHANGE OF LETTERS

I

23 August 1954

Dear Sir,

I have the honour to attach herewith two signed copies of the Revised Basic Agreement between the Government of Venezuela and the organizations participating in the Expanded Programme of Technical Assistance. This text embodies the changes made in the Standard Technical Assistance Agreement as a result of recent negotiations between your Delegation and the Secretariat of the Board.

With reference to article I, paragraph 6 of the Agreement, it is understood that the expression "third party claims or obligations resulting from any act undertaken in virtue of this Agreement" shall not be deemed to include any claims arising from wilful or reckless acts or omissions, attributable to experts, agents or employees of the organizations, which violate the regulations, rules or administrative instructions governing the activities and conduct of such experts, agents or employees, or which are clearly inconsistent with the responsibilities and functions entrusted to them.

It would be greatly appreciated if you could on behalf of your Gov-

[TRANSDUCTION — TRANSLATION]

ÉCHANGE DE LETTRES

I

Le 23 août 1954

Monsieur l'Ambassadeur,

J'ai l'honneur de vous adresser ci-joint deux exemplaires signés de l'Accord de base révisé qui a été conclu entre le Gouvernement du Venezuela et les organisations participantes au Programme élargi d'assistance technique. Ce texte renferme les modifications qui ont été apportées à l'accord type d'assistance technique à la suite des négociations qui ont eu lieu récemment entre votre délégation et le Secrétariat du Bureau.

En ce qui concerne le paragraphe 6 de l'article premier de l'Accord, il est entendu que l'expression « toutes réclamations des tiers ou toutes obligations auxquelles pourraient donner lieu les opérations effectuées en vertu du présent Accord » ne sont pas considérées comme s'appliquant aux réclamations auxquelles donneraient lieu des actes ou des omissions intentionnels ou résultant d'une négligence coupable, imputables aux experts, aux agents ou fonctionnaires des organisations, si ces actes ou omissions contreviennent aux règlements, règles ou directives de l'administration relatives aux activités et à la conduite desdits experts, agents ou fonctionnaires ou s'ils sont manifestement incompatibles avec les responsabilités et les fonctions qui leur sont confiées.

Je vous saurais gré de bien vouloir signer, au nom de votre Gouvernement,

ernment sign both copies of the Agreement and return one copy to my office for safekeeping. Your confirmation of the above clarification of the meaning of the article I, paragraph 6 would also be appreciated.

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

Yours sincerely,

David OWEN
Executive Chairman

H.E. Dr. Santiago Pérez Pérez
Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
Permanent Delegation of Venezuela to the United Nations
270 Park Avenue, Apt. 12-I
New York 17, New York

les deux copies de l'Accord et de m'en renvoyer une pour nos archives. Je vous serais également reconnaissant de confirmer votre accord sur l'interprétation du paragraphe 6 de l'article premier qui est donnée ci-dessus.

Veillez agréer, etc.

David OWEN
Directeur exécutif

Son Excellence Monsieur Santiago Pérez Pérez
Ambassadeur Extraordinaire et plénipotentiaire
Représentant permanent du Venezuela auprès des Nations Unies,
Délégation permanente du Venezuela auprès des Nations Unies,
270 Park Avenue, Apt. 12-I
New-York, 17, N.Y.

II

[SPANISH TEXT — TEXTE ESPAGNOL]

Nueva York, 23 de agosto de 1954

Señor Presidente :

Me es grato dirigirme a usted para avisarle recibo de su atenta comunicación fechada hoy, y de los dos ejemplares del Acuerdo Básico Revisado concluido entre el Gobierno de Venezuela y las Organizaciones participantes en el Programa Ampliado de Asistencia Técnica, como resultado de las recientes negociaciones llevadas a cabo entre esta Delegación y la Secretaría de la Junta de Asistencia Técnica.

Como usted manifiesta en la comunicación que contesto, con referencia al párrafo 6 del artículo 1º. del Acuerdo Básico, queda entendido que la expresión « reclamaciones de terceros o de obligaciones que resulten de cualquier actividad emprendida en virtud de este Acuerdo » no se considerará que incluye reclamaciones motivadas por acciones u omisiones dolosas o gravemente culposas imputables a los expertos, agentes o funcionarios de las organizaciones, las

cuales contravengan los estatutos, reglamentos o directivas de la administración sobre las actividades y la conducta de dichos expertos, agentes o funcionarios o sean claramente inconsistentes con las responsabilidades que se les confien.

En conformidad con los deseos expresados en la mencionada comunicación, devuelvo a usted, anexa, una copia debidamente firmada del Acuerdo en referencia.

Válgome de la oportunidad para renovar a usted las seguridades de mi alta consideración.

(Firmado) Santiago PÉREZ PÉREZ
Representante Permanente de Venezuela

Al Señor Presidente de la Junta de Asistencia Técnica
de las Naciones Unidas
Nueva York

[TRANSLATION — TRADUCTION]

[TRADUCTION — TRANSLATION]

New York, 23 August 1954

New-York, le 23 août 1954

Dear Sir,

Monsieur le Directeur,

I am happy to inform you that I have received your letter of today's date and the two copies of the Revised Basic Agreement concluded between the Government of Venezuela and the organizations participating in the Expanded Programme of Technical Assistance, following on recent negotiations between this delegation and the Secretariat of the Technical Assistance Board.

J'ai l'honneur d'accuser réception de votre lettre datée de ce jour ainsi que des deux exemplaires de l'Accord de base révisé qui a été conclu entre le Gouvernement du Venezuela et les organisations participantes au Programme élargi d'assistance technique, à la suite des négociations qui ont eu lieu récemment entre ma délégation et le secrétariat du Bureau de l'assistance technique.

As stated in your letter to which I am replying, it is understood, in connexion with article I, paragraph 6 of the Basic Agreement, that the expression "third party claims or obligations resulting from any act undertaken in virtue of this Agreement" shall not be deemed to include any claims arising from wilful or reckless acts or omissions attributable to experts, agents or employees of the organizations, which violate the regulations, rules or administrative

Ainsi que vous le déclarez dans la lettre susmentionnée en ce qui concerne le paragraphe 6 de l'article premier de l'Accord de base, il est entendu que l'expression « toutes réclamations des tiers et toutes obligations auxquelles pourraient donner lieu les opérations effectuées en vertu du présent Accord » ne sera pas considérée comme s'appliquant aux réclamations auxquelles donneraient lieu des actes ou des omissions dolosifs ou gravement répréhensibles imputables aux experts,

instructions governing the activities and conduct of such experts, agents or employees, or which are clearly inconsistent with the responsibilities and functions entrusted to them.

In accordance with the wishes expressed in the letter mentioned I return herewith one duly signed copy of the Agreement in question.

I have, etc.

(Signed) Santiago PÉREZ PÉREZ
Permanent Representative of Venezuela
The Executive Chairman
Technical Assistance Board
United Nations
New York

agents ou fonctionnaires des organisations si ces actes ou omissions contreviennent aux règlements, règles ou directives de l'administration relatives aux activités et à la conduite desdits experts, agents ou fonctionnaires ou s'ils sont manifestement incompatibles avec les responsabilités qui leur sont confiées.

Conformément au désir que vous avez exprimé dans la lettre susmentionnée, je vous renvoie ci-joint une copie dûment signée de l'Accord visé plus haut.

Veillez agréer, etc.

(Signé) Santiago PÉREZ PÉREZ
Représentant permanent du Venezuela
Le Directeur exécutif
Bureau de l'assistance technique
Nations Unies
New-York