

**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
PHILIPPINES**

Revised Basic Agreement for the provision of technical assistance (with exchange of letters). Signed at Manila, on 27 October 1954

Official text: 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
PHILIPPINES**

Accord type révisé concernant la fourniture d'une assistance technique (avec échange de lettres). Signé à Manille, le 27 octobre 1954

Texte officiel anglais.

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

No. 2712. REVISED BASIC AGREEMENT¹ FOR THE PROVISION OF 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 THE PHILIPPINES. SIGNED AT MANILA, ON 27 OCTOBER 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 Organizations") members of the Technical Assistance Board, and the Government of the Philippines (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 Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organization(s) shall render technical assistance to the Government subject to the availability of the necessary funds. The Organization(s), 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 Organization(s) 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 Organization(s); technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic

¹ Came into force on 27 October 1954, upon signature, in accordance with article VI (1).

Development 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 nominated by the Government and approved by the Organization(s) 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 Organization(s) and the Government.

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

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

6. The technical assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the people and Government of the Philippines. In recognition thereof, the Government agrees that,

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

in respect of any and all third party claims or liability resulting from or connected with any operation covered by this Agreement, it shall edemnify and hold harmless the Organization(s), their experts, agents or employees.

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 Organization(s) 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 Organization(s) themselves.

3. In any case, the Government will, as far as practicable, make available to the Organization(s) 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 ORGANIZATION(S)

1. The Organization(s) shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside the Philippines (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 Organization(s);
- (f) any other expenses outside the country approved by the Organization(s) concerned.

2. The Organization(s) 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

ADMINISTRATION 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 Organization(s) 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 provided that the furnishing by the Government of lodging in kind for experts shall 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.

(d) The term "expert" as used in this paragraph also includes any other Technical Assistance personnel assigned by the Organization(s) 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 Organization(s) 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 Organizations.

3. In appropriate cases the Government shall put at the disposal of the Organization(s) 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 Organization(s) and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall apply to the Organization(s), their property, funds and assets, and to their officials including technical assistance experts, the provisions of the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on the Privileges and Immunities of the Specialized Agencies.²

2. The Government shall take all practicable measures to facilitate the activities of the Organization(s) under this Agreement and to assist experts and other officials of the Organization(s) in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organization(s), their experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

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 may be modified by agreement between the Organization(s) concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization(s) concerned and by the Government in keeping with the relevant resolutions and decisions of the Assemblies, conferences, councils and other organs of the Organization(s). Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.
3. This Agreement shall supersede and replace the Basic Agreement concerning Technical Assistance concluded on 5th April 1951¹ between the Government of the Philippines on the one hand and the United Nations, the International Civil Aviation Organization, the International Labour Organisation, the United Nations Educational, Scientific and Cultural Organization and the World Health Organization on the other, and the Basic Agreement concerning Technical Assistance concluded on 26th October 1950 between the Government of the Philippines and the Food and Agriculture Organization 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 Organizations severally or collectively and the Government.
4. This Agreement may be terminated by all or any of the Organization(s) 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 Organization(s) and of the Government respectively, have, on behalf of the Parties, signed the present Agreement at Manila this 27th day of October, 1954, in the English language in six copies.

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

(Signed) H. G. KEITH

For the Government of the Philippines :

(Signed) Filemón C. RODRÍGUEZ

¹ United Nations, *Treaty Series*, Vol. 84, p. 299.

EXCHANGE OF LETTERS

I

27 October 1954

Sir :

I would refer to the Revised Standard Agreement relating to the rendering of technical assistance to the Government of the Philippines by the United Nations and those of its Specialized Agencies, Members of the United Nations Technical Assistance Board, which has today been signed by yourself, representing the Government of the Philippines, on the one hand, and by myself, representing the United Nations and the signatory Specialized Agencies, on the other hand.

With reference to article I, paragraph 6, of that Agreement, it is understood that the expression contained therein, namely, "third party claims or liability resulting from or connected with any operation covered by this Agreement," shall not be deemed to include any claims arising from wilful or reckless acts or commissions, 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.

I am pleased to be able to give this explanation and clarification on behalf of the United Nations and the Specialized Agencies, parties to the Revised Standard Agreement, and I shall be grateful to have your acceptance of this explanation at your convenience.

Accept, Sir, the assurance of my highest consideration.

H. G. KEITH

Officer in Charge

United Nations Technical Assistance Board in the Philippines

The Chairman

National Economic Council

Manila

cc : The Honourable the Undersecretary of Foreign Affairs
Department of Foreign Affairs
Manila

II

27 October 1954

Sir :

I would refer to your letter dated today in which you set out an explanation and clarification of the expression contained in Article I, Paragraph 6, of the Revised Standard Agreement signed today between us, relating to the rendering of Technical Assistance by the United Nations and its Specialized Agencies to the Government of the Philippines.

I am happy to state, on behalf of my Government, that it accepts your explanation that the expression contained in article I, paragraph 6, of the Agreement, namely, "third party claims or liability resulting from or connected with any operation covered by this Agreement," shall not be deemed to include any claims arising from wilful or reckless acts or commissions 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.

Accept, Sir, the assurances of my highest consideration.

Filemón C. RODRÍGUEZ
Chairman

The Officer-in-Charge
United Nations Technical Assistance Board in the Philippines
Manila

III

27 October 1954

Sir :

I would refer to the Revised Standard Agreement relating to the rendering of technical assistance to the Government of the Philippines by the United Nations and those of its Specialized Agencies, Members of the United Nations Technical Assistance Board, which has today been signed by yourself, representing the Government of the Philippines on the one hand, and by myself, representing the United Nations and the signatory Specialized Agencies, on the other hand.

You will, doubtless, have noticed that the local costs provision contained in article IV, paragraph 2, of this Revised Standard Agreement does not contain as much detail for the administration of the new local costs scheme as do the arrangements already negotiated with your Government and contained in my predecessor's letter of 9 February 1954 to Vice-President and Secretary of Foreign Affairs García, and the reply of 19 April 1954 of Mr. Undersecretary Guerrero.

I am requested by the Technical Assistance Board to explain to you that it was felt preferable not to burden the body of the Revised Standard Agreement with detailed arrangements which could find their place more appropriately in a separate exchange of letters. I have, therefore, been instructed by the Technical Assistance Board to address to you this letter as an attachment to the Revised

Standard Agreement stipulating that the existing arrangements already concluded in the Philippines by the letters referred to above shall be deemed to supplement the provisions of article IV, paragraph 2, of the Revised Standard Agreement signed between us today.

Accept, Sir, the assurances of my highest consideration.

H. G. KEITH
Officer in Charge

United Nations Technical Assistance Board in the Philippines

The Chairman
National Economic Council
Manila

cc : The Honourable the Undersecretary of Foreign Affairs
Department of Foreign Affairs

IV

27 October 1954

Sir :

I would refer to your letter dated today relative to the local costs provisions contained in article IV, paragraph 2, of the Revised Standard Agreement signed between us today. I have noted your explanation that the arrangements already effected by your predecessor's letter of 9 February 1954 to Vice-President and Secretary of Foreign Affairs García, and the reply of 19 April from Mr. Undersecretary Guerrero, shall be deemed to supplement the provisions of article IV, paragraph 2, of the Revised Standard Agreement.

I am happy to state, on behalf of my Government, that it is entirely in agreement with this explanation and will deem the exchange of letters referred to as supplementing the provisions of article IV, paragraph 2, of the Revised Standard Agreement.

Accept, Sir, the assurance of my highest consideration.

Filemón C. RODRÍGUEZ
Chairman

The Officer-in-Charge
United Nations Technical Assistance Board in the Philippines
Manila