

**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
INDONESIA**

Revised Basic Agreement for the provision of technical assistance (with related letter). Signed at Djakarta, on 29 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
INDONÉSIE**

Accord de base révisé concernant la fourniture d'une assistance technique (avec lettre connexe). Signé à Djakarta, le 29 octobre 1954

Texte officiel anglais.

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

No. 2713. 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, THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA. SIGNED AT DJAKARTA, ON 29 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 Organisations"), members of the Technical Assistance Board, and the Government of the Republic of Indonesia (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 subject to the availability of the necessary funds. 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

¹ Came into force on 29 October 1954, upon signature, in accordance with article VI (1).

other organs of the Organisations; technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic 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 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;

(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.

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.

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 Govern-

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

ment of the Republic of Indonesia. In recognition thereof, the Government shall undertake to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government shall indemnify and hold harmless the Organisations and their experts, agents or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by 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 provisions of article I, paragraph 4(c) above.

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 Indonesia (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 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 contribution 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 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 are 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.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, in so far as it is not already bound to do so, shall apply to the Organisations, 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

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.

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

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.

2. 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 the 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.

3. 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 sixty days after receipt of such notice.

4. This Agreement shall supersede and replace the Basic Agreement concerning Technical Assistance concluded on 2 November 1950¹ 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.

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 Djakarta, Indonesia, this twenty-ninth day of October, 1954, in the English language, in two 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) Anthony BALINSKY

Acting Resident Representative of the United Nations Technical Assistance Board

For the Government of Indonesia :

(Signed) Dr. SUNARIO

Minister of Foreign Affairs

¹ United Nations, *Treaty Series*, Vol. 81, p. 160; Vol. 88, p. 456, and Vol. 187, p. 434.

RELATED LETTER

Djakarta, Indonesia
29 October 1954

Your Excellency,

With reference to Article IV, paragraph 2, of the Revised Basic Agreement for the provision of technical assistance to Indonesia signed today, I wish to confirm our understanding that existing arrangements for administering the local costs scheme as agreed between Your Excellency and myself on 6 February 1954 will be maintained.

These arrangements will supplement the provisions of the abovementioned article IV, paragraph 2, of the Revised Basic Agreement.

Accept, Your Excellency, the assurances of my highest consideration.

(Signed) Anthony BALINSKY
Acting Resident Representative of the United Nations Technical Assistance
Board

Confirmed on behalf of the Government of Indonesia :
(Signed) Dr. SUNARIO
Minister of Foreign Affairs
