

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
CEYLON

Agreement concerning technical assistance. Signed at Colombo, on 16 December 1954

Official text: English.

Filed and recorded by the Secretariat on 17 February 1955.

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
CEYLAN

Accord d'assistance technique. Signé à Colombo, le 16 décembre 1954

Texte officiel anglais.

Classé et inscrit par le Secrétariat le 17 février 1955.

No. 523. AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANISATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION, THE INTERNATIONAL CIVIL AVIATION ORGANISATION AND THE WORLD HEALTH ORGANISATION AND THE GOVERNMENT OF CEYLON CONCERNING TECHNICAL ASSISTANCE. SIGNED AT COLOMBO, ON 16 DECEMBER 1954

The United Nations, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation and the World Health Organisation (hereinafter called "the Organisations"), members of the Technical Assistance Board, and the Government of Ceylon, (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 Organisation(s) 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 other Organs of the Organisation(s) ; technical assistance rendered within the

¹ Came into force on 16 December 1954, upon signature, in accordance with article VI (1).

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 1 of resolution 222 A(IX) of the Economic and Social Council of the United Nations of August 15, 1949.¹

3. Such technical assistance may consist of :

- (a) Making available the service of experts, in order to render advice and assistance to or through the Government ;
- (b) Organising 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 Organisation(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 Organisation(s) and the Government.

4. (a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organisation(s) in consultation with the Government. They shall be responsible to the Organisation(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 authorised 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 Organisation (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 Organisation(s) shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organisation(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 Ceylon. In recognition thereof, the Government shall undertake to

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

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 Organisation(s) 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 Organisation(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 Organisation(s) themselves.

3. In any case, the Government will, as far as practicable, make available to the Organisation(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 ORGANISATION(S)

1. The Organisation(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 Ceylon (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 Organisation(s) ;
- (f) Any other expenses outside the country approved by the Organisation(s) concerned.

2. The Organisation(s) concerned shall defray such expenses in local currency of the country as are not payable by the Government under article IV, paragraph 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 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 Organisation 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 experts 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 each 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 Organisation(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 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 Organisation(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 Organisation(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 Organisation (s), their property, funds and assets, and to their officials including technical assistance experts, the provision of the Convention on the Privileges and Immunities of the United Nations¹ and the Convention on the Privileges and Immunities of the Specialised 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 and Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324; Vol. 180, p. 296, and Vol. 202, p. 320.

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; Vol. 199, p. 314, and Vol. 202, p. 321.

2. The Government shall take all practicable measures to facilitate the activities of the Organisation(s) under this Agreement and to assist experts and other officials of the Organisation(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 Organisation(s), 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 Organisation(s) concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organisation(s) concerned and by the Government in keeping with the relevant resolutions and decisions of the Assemblies, Conferences, Councils and other organs of the Organisation (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 may be terminated by all or any of the Organisation(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.

4. This Agreement shall supersede and replace the Basic Agreements concerning Technical Assistance concluded on January 21, 1952,¹ between the United Nations and the Government of Ceylon; the International Labour Organisation and the Government of Ceylon (April 6, 1951);² the Food and Agriculture Organisation and the Government of Ceylon (September 29, 1950); the United Nations Educational, Scientific and Cultural Organisation and the Government of Ceylon (October 25, 1950); and the World Health Organisation and the Government of Ceylon (February 18, 1952);³ 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 Organisation(s) and of the Government respectively, have, on behalf of the

¹ United Nations, *Treaty Series*, Vol. 118, p. 281.

² United Nations, *Treaty Series*, Vol. 100, p. 235.

³ United Nations, *Treaty Series*, Vol. 126, p. 319.

Parties, signed the present Agreement at Colombo, this sixteenth day of December, 1954, in the English language in two copies.

For the Government of Ceylon :

(Signed) Richard ALUWIHARE

Acting Permanent Secretary, Ministry of Defence and External Affairs

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

(Signed) J. R. SYMONDS

Representative in Ceylon, United Nations Technical Assistance Board