

No. 2816

**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,
INTERNATIONAL TELECOMMUNICATION UNION,
WORLD METEOROLOGICAL ORGANIZATION
and
EGYPT and UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND**

**Agreement concerning technical assistance to the Sudan.
Signed at New York, on 4 April 1955**

Official text: English.

Registered ex officio on 4 April 1955.

No. 2816. AGREEMENT¹ 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, THE INTERNATIONAL TELECOMMUNICATION UNION, AND THE WORLD METEOROLOGICAL ORGANIZATION AND THE GOVERNMENTS OF EGYPT AND OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING TECHNICAL ASSISTANCE TO THE SUDAN. SIGNED AT NEW YORK, ON 4 APRIL 1955

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, the International Telecommunication Union, and the World Meteorological Organization (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Governments of the Republic of Egypt and the United Kingdom of Great Britain and Northern Ireland (Hereinafter called "the Contracting Governments").

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 ;

Considering that the Governments of the Republic of Egypt and of the United Kingdom of Great Britain and Northern Ireland are jointly responsible for the international relations of the Sudan ;

Considering the recommendations of the Economic and Social Council of the United Nations, made in its resolution number 222 (IX) A of 15 August

¹ Came into force on 4 April 1955, upon signature, in accordance with article VI.

1949¹ and the recommendations of the General Assembly of the United Nations, made in its resolution number 444 (V) of 12 December 1950;²

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 of the Sudan, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government of the Sudan, acting with the authority of the Contracting Governments, shall cooperate 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. The Contracting Governments assume international responsibility for any arrangements concluded or undertakings entered into by the Government of the Sudan pursuant to the present Agreement, in the same manner as if they had been concluded or entered into in the name of the Contracting Governments.

2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in annex I of resolution 222 (IX) A of the Economic and Social Council of the United Nations of 15 August 1949,³ and as appropriate, in accordance with the relevant resolutions and decisions of the Assemblies, conferences and other organs of the Organizations.

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 of the Sudan ;
- (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 of the Sudan and approved by the Organization 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 of the Sudan.

¹ United Nations, *Official Records of the Economic and Social Council, Fourth Year, Ninth Session, Supplement No. 1* (E/1553, p. 4).

² United Nations, *Official Records of the General Assembly, Fifth Session, Supplement No. 20* (A/1775, p. 54).

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

4. (a) Experts who are to render advice and assistance to or through the Government of the Sudan shall be selected by the Organization(s) in consultation with this 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 of the Sudan and with persons or bodies so authorized by this Government, and shall comply with instructions from this 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 of the Sudan.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government of the Sudan may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

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 of the Sudan.

6. The Technical assistance rendered pursuant to the terms of this Agreement is in the interest and for the benefit of the peoples and Government of the Sudan. In recognition thereof, the Government of the Sudan 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 or by arrangements for programmes of operation. Without restricting the generality of the preceding sentence, the Government of the Sudan shall indemnify and hold harmless the Organization(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, provided that the Government shall not be required to indemnify or hold harmless any person against the consequences of his own reckless behaviour or wilful misconduct.

Article II

CO-OPERATION OF THE GOVERNMENT OF THE SUDAN CONCERNING TECHNICAL ASSISTANCE

1. The Government of the Sudan shall do everything within its means to ensure the effective use of the technical assistance provided, and, in particular,

shall 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 of the Sudan 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 of the Sudan shall, 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, if requested by the Organization(s).

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 Sudan as follows :

- (a) The salaries of all technical assistance personnel including the experts, with the exception of those who are locally recruited ;
- (b) The costs of transportation and subsistence of such personnel during their travel to and from the point of entry into the Sudan ;
- (c) The costs of any other travel outside the Sudan ;
- (d) Insurance of such personnel ;
- (e) Purchasing and transport to and from the point of entry into the Sudan of any equipment or supplies provided by the organization(s) ;
- (f) Any other expenses outside the Sudan approved by the organization(s) concerned.

2. The Organization(s) concerned shall defray such expenses in local currency of the Sudan as are not payable by the Government of the Sudan under article IV, paragraphs 1 and 2 of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government of the Sudan 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 Sudan ;
- (d) Transportation of personnel, supplies and equipment for official purposes within the Sudan ;
- (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 Sudan.

2. (a) The subsistence allowance of experts shall be paid by the Organization(s), but the Government of the Sudan shall contribute towards this payment a lump sum in local currency, amounting to 50 per cent of the daily subsistence rate established for the Sudan by the Technical Assistance Board, multiplied by the number of expert man-days spent on mission in the Sudan ; provided that the furnishing by the Government of the Sudan 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 of the Sudan shall pay their contributions 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 Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their service in the Sudan during such financial period, and taking into account any undertakings of the Government of the Sudan to provide lodging in kind for experts. At the end of each year or period, the Government of the Sudan shall pay or be credited with, as the case may be, the difference between the amount paid by them in advance and the full amount of their contribution payable in accordance with (a) above.

(c) The contributions of the Government of the Sudan 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 Organizations for service in the Sudan pursuant to this Agreement, except the Resident Technical Assistance Representative, if any, and his staff.

(e) The Government of the Sudan and the Organization 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 of the Sudan 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 of the Sudan shall defray such portion of the expenses to be paid outside the Sudan as are not payable by the Organization(s), and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The contracting Governments and the Government of the Sudan 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 Contracting Governments and the Government of the Sudan 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.

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature and, unless terminated pursuant to paragraph 3 of this article, shall remain in effect for the time during which the Contracting Governments remain jointly responsible for the external relations of the Sudan.

2. This Agreement may be modified by agreement between the Organization(s) concerned and the Contracting Governments. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization(s) concerned and by the Contracting Governments in keeping with the

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; 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; Vol. 202, p. 321, and Vol. 207, p. 328.

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 may be terminated by all or any of the Organization(s) so far as they are respectively concerned, or by the Contracting Governments, upon written notice to the other parties and shall terminate 60 days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the Organizations and of the Contracting Governments respectively, have, on behalf of the Parties, signed the present Agreement at New York this fourth day of April 1955 in the English language in four 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, the World Health Organization, the International Telecommunication Union, and the World Meteorological Organization :

(Signed) David OWEN

Executive Chairman of the Technical Assistance Board

For the Government of the Republic of Egypt :

(Signed) Omar LOUTFI

Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations

For the Government of the United Kingdom of Great Britain and Northern Ireland :

(Signed) Pierson DIXON

Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations
