

**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
SYRIA**

Agreement (with exchange of letters) concerning technical assistance. Signed at Damascus, on 14 June 1956

Official texts: English and Arabic.

Registered ex officio on 10 April 1957.

**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,
UNION INTERNATIONALE
DES TÉLÉCOMMUNICATIONS,
ORGANISATION MÉTÉOROLOGIQUE MONDIALE
et
SYRIE**

Accord (avec échange de lettres) relatif à l'assistance technique. Signé à Damas, le 14 juin 1956

Textes officiels anglais et arabe.

Enregistré d'office le 10 avril 1957.

No. 3809. 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, THE WORLD METEOROLOGICAL ORGANIZATION AND THE GOVERNMENT OF THE REPUBLIC OF SYRIA CONCERNING TECHNICAL ASSISTANCE. SIGNED AT DAMASCUS, ON 14 JUNE 1956

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, of the one part, and the Government of Syria (hereinafter called "the Government") of the other part,

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 cooperation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organizations shall render technical assistance to the Government subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organizations concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.

¹ Came into force on 11 March 1957, upon ratification by Syria, in accordance with the provisions of article VI (1).

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 Organizations, 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 I¹ of Resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949.

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 or fellowships or both or making other arrangements under which candidates nominated by the Government and approved by the Organizations 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 Organizations and the Government;

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

(c) The experts shall, in the course of their advisory work, make every effort to train 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 Organizations shall remain their property unless and until such time as title may be transferred by mutual agreement between the Organizations 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 people and Government of Syria. 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 Organizations 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.

In any event, the liability which the Government has undertaken to bear in the manner shown above shall not include 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.

Article II

COOPERATION 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. Any findings and reports of experts that may prove of benefit to other countries and to the organizations themselves may be published by Agreement between the Government and the Organizations concerned.

3. In any case, the Government will, as far as practicable, make available to the Organizations 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 ORGANIZATIONS

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

2. The Organizations 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;
- (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 Organizations but the Government shall contribute towards this payment a lump sum in local currency, amounting to 50% of the daily subsistence rate established for Syria 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% of the full daily subsistence rate. The Executive Chairman of the Technical Assistance Board, or the person acting on his behalf and duly authorised by him, shall be considered by Government as the person entitled to this contribution.

(b) As of first January 1955, and before the beginning of each year or of the mutually agreed upon period of months, the Government shall make an advance from available treasury funds and place it at the disposal of the Executive Chairman of the Technical Assistance Board in a local bank approved by him in an amount to be computed by him 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 the amount of the Government's contribution in respect of each one of them; provided that any undertaking of the Government to provide lodging in kind for experts shall be taken into account.

At the end of each year or period, the Executive Chairman will render an account of the advance placed at his disposal by means of schedules of entitlements prepared and certified by him or on his behalf and under his responsibility by a person duly authorised by him and showing the names of the experts, their respective duty stations and periods of service, and the amount due in respect of each one of them from the lump sum in local currency contributed by the Government. The Government shall proceed to wind-up the account of its contribution and the advance made to the Executive Chairman.

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 term "expert" as used in this paragraph also includes any other Technical Assistance personnel assigned by the Organizations for service in the country pursuant to this Agreement, except any representative in the country of the Technical Assistance Board and his staff.

3. The Government shall, within its means, put at the disposal of the experts all that may be needed for the execution of their work as may be mutually agreed upon.

4. The costs which are payable outside the country shall be defrayed by the party requesting the experts to undertake the mission in respect of which the costs were incurred.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall apply to the Organizations, 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 Organizations under this Agreement and to assist experts of the Organizations in obtaining such services and facilities as may be required to carry on these activities.

Article VI

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature and ratification by the competent authorities of each of the contracting parties and shall supersede and replace the provisions referring to any matter covered by this Agreement contained in any other agreement concerning Technical Assistance concluded between the Organizations severally and the Government.

2. The two letters annexed³ to this Agreement shall be considered part of it.

3. This Agreement may be modified by agreement between the Organizations concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organizations concerned and by the Government in keeping with the relevant resolutions and decisions of the Assemblies, conferences, councils and other organs of the Organizations. 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 organizations 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.

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; Vol. 202, p. 320; Vol. 214, p. 348; Vol. 230, p. 427; Vol. 231, p. 347; Vol. 247, p. 384; Vol. 248, p. 358; Vol. 252, p. 308; Vol. 254, p. 404, and Vol. 261.

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; Vol. 207, p. 328; Vol. 211, p. 388; Vol. 216, p. 367; Vol. 221, p. 409 and Vol. 231, p. 350.

³ See p. 144 of this volume.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations of the one part, and of the Government of the other part, have signed the present Agreement at Damascus this 14th day of June 1956 in the English and Arabic languages in four original 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 :

James KEEN

Director, for and on behalf of the Executive Chairman
of the United Nations Technical Assistance Board

For the Government of the Republic of Syria :

S. TARAZI

Secretary-General of the Ministry for Foreign Affairs

EXCHANGE OF LETTERS

I

Damascus, 14 June 1956

Sir,

With reference to Section 2 of Article IV of the Agreement Concerning Technical Assistance,¹ I have the honour to inform you that :

1. The daily subsistence allowance rate for experts, established for Syria by the Technical Assistance Board for the time being, is thirty-two Syrian pounds (LS. 32).

2. The period referred to in para (b) of Section 2 of Article IV is fixed at 6 months.

3. The person authorised to prepare and certify on behalf of the Executive Chairman of the Technical Assistance Board the schedules of entitlements is for the time being the Liaison Officier of the U.N. Technical Assistance Board in Beirut.

Accept, Sir, the assurances of my highest consideration.

James KEEN

Director

U.N. Technical Assistance Board

Dr. Salah Eddine Tarazi
Secretary General
Ministry of Foreign Affairs
Damascus

¹ See p. 132 of this volume.

II

Damascus, 14 June 1956

Sir,

I have the honour to acknowledge receipt of your Letter dated this day in which you inform me that :

[See letter I]

I have pleasure in expressing to you my agreement to the above.

Accept, Sir, the assurances of my highest consideration.

Salah Eddine TARAZI
Secretary General of the Ministry
for Foreign Affairs, Syria

Mr. James Keen
Director
Technical Assistance Board
United Nations