

No. 3965

**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
and WORLD METEOROLOGICAL ORGANIZATION**

**and
PANAMA**

**Revised Agreement concerning technical assistance (with
exchange of letters of 9 and 12 July 1957). Signed
at Panama, on 27 April 1957**

Official text : Spanish.

Registered ex officio on 13 August 1957.

[TRANSLATION — TRADUCTION]

No. 3965. REVISED 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 AND THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA CONCERNING TECHNICAL ASSISTANCE. SIGNED AT PANAMA, ON 27 APRIL 1957²

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 Republic of Panama (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 Organizations, 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

¹ Came into force on 27 April 1957, upon signature, in accordance with article VI (1).

² See exchange of letters, p. 194 of this volume.

organs of the Organization(s) ; 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 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 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.

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 Panama. 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 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.

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 Panama (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

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 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 percent 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 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 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, in so far 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 Convention¹ on the Privileges

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; Vol. 261, p. 373; Vol. 266, Vol. 270 and Vol. 271.

and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies.¹

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.

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 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 sixty days after receipt of such notice.
4. This Agreement shall supersede and replace the Basic Agreement concerning Technical Assistance concluded on 20 August 1952,² 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.³

¹ 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; Vol. 231, p. 350.

² United Nations, *Treaty Series*, Vol. 136, p. 5, and p. 347 of this volume.

³ See Basic Agreement of 9 and 26 November 1951 for health projects in the Republic of Panama: United Nations, *Treaty Series*, Vol. 118, p. 43; and Basic Agreement of 10 November and 17 December 1951 for the provision of technical assistance: United Nations, *Treaty Series*, Vol. 126, p. 269.

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 Panama City, Republic of Panama, this 27th day of April 1957 in the Spanish language in two copies.

For the Government of the Republic of Panama :

Aquilino E. BOYD

Minister of Foreign Affairs

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 :

Adriano R. GARCIA

Deputy Regional Representative of the United Nations
Technical Assistance Board in Mexico, Central America
and Panama

EXCHANGE OF LETTERS

I

103/2/05 – Pan.

9 July 1957

Your Excellency,

I have the honour to refer to the new Basic Agreement concerning Technical Assistance signed on 27 April 1957¹ by you, on behalf of the Government of Panama, and by the undersigned on behalf of the Organizations participating in the Expanded Programme of Technical Assistance.

In that Agreement no mention was made of two of the Organizations participating in the Expanded Programme, namely the International Telecommunication Union and the World Meteorological Organization. I therefore have the honour to propose the following amendment : that the names of these two Organizations shall be inserted in the title, preamble and paragraph of signature of the said Agreement. In order to give effect to this proposal, subject to your approval,

¹ See p. 182 of this volume.

I have the honour to propose further that this letter together with your reply should be regarded as an annex to the aforesaid Agreement.

I have the honour to be, etc.

Adriano R. GARCIA
Deputy Regional Representative
in Mexico, Central America and Panama

His Excellency Mr. Aquilano E. Boyd
Minister of Foreign Affairs
Ministry of Foreign Affairs
Panama, Republic of Panama

II

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN AFFAIRS

P.o.i. No. 1055

Panama, 12 July 1957

Sir,

I have the honour to acknowledge receipt of your note 103/2/05-Pan of 9 July 1957, in which you were good enough to inform this Chancellery of the omission of two of the Organizations participating in the Expanded Programme of Technical Assistance, namely the International Telecommunication Union and the World Meteorological Organization, from the new Basic Agreement concerning Technical Assistance signed on 27 April 1957 by myself, on behalf of the National Government, and by you on behalf of the Organizations participating in the Expanded Programme of Technical Assistance of the United Nations.

For the reasons set forth, and since you are duly authorized by the Executive Chairman of the United Nations Technical Assistance Board to amend the text of the aforesaid Agreement by inserting the names of these Organizations in the title, preamble and paragraph of signature of that Agreement, I take pleasure in informing you hereby that the Government of Panama wishes this note to be regarded as an annex to the aforesaid Agreement.

I have the honour to be, etc.

Aquilino E. Boyd
Minister of Foreign Affairs

Mr. Adriano R. Garcia
Deputy Regional Representative in Mexico,
Central America and Panama
Mexico, D. F.