

No. 4015

AUSTRALIA
and
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS

Agreement for the provision of technical assistance to the Government of Australia and other countries and territories of the Indo-Pacific Region in the form of a training center in fishery co-operatives and administration. Signed at Rome, on 8 July 1957

Official text: English.

Registered by Australia on 9 October 1957.

AUSTRALIE
et
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE

Accord relatif à la fourniture d'une assistance technique au Gouvernement de l'Australie et à d'autres pays et territoires de la région indo-pacifique, sous forme d'un centre de perfectionnement en matière de coopératives et d'administration des pêches. Signé à Rome, le 8 juillet 1957

Texte officiel anglais.

Enregistré par l'Australie le 9 octobre 1957.

No. 4015. AGREEMENT¹ BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS AND THE GOVERNMENT OF AUSTRALIA FOR THE PROVISION OF TECHNICAL ASSISTANCE TO THE GOVERNMENT OF AUSTRALIA AND OTHER COUNTRIES AND TERRITORIES OF THE INDO-PACIFIC REGION IN THE FORM OF A TRAINING CENTER IN FISHERY CO-OPERATIVES AND ADMINISTRATION. SIGNED AT ROME, ON 8 JULY 1957

The Food and Agriculture Organization of the United Nations (hereinafter called "the Organization") and the Government of Australia (hereinafter called "the Government") desire, subject to the necessary funds being available to the Organization, to give effect to resolution 304 (IV) on an Expanded Program of Technical Assistance for Economic Development of Under-developed Countries, adopted by the General Assembly of the United Nations on 16 November 1949,² through the establishment and operation of a fisheries training center (hereinafter called "the Center") at Sydney and Adelaide, for the benefit of Governments of the Indo-Pacific Region (hereinafter called "the Participating Countries") in accordance with recommendations of the 6th Session of the Indo-Pacific Fisheries Council, Tokyo 1955, and the 3rd FAO Regional Conference for Asia and the Far East, Bandung, October 1956, it being understood that the Center shall serve in particular as a medium both for improving the administration of fisheries agencies of the Participating Countries and for providing training in the efficient organization and management of fishery cooperatives.

Therefore, the Organization and the Government, declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation and that the detailed operation of such responsibilities shall be arranged on a basis of mutual understanding, have entered into this Agreement through their undersigned duly authorized representatives.

¹ Came into force on 8 July 1957 by signature.

² United Nations, *Official Records of the Fourth Session of the General Assembly* (A/1251 & Corr. 1 and 2), p. 27.

Article I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Center shall be conducted jointly by the Government and FAO for a period not exceeding six (6) weeks to commence on or about 15 December, 1957.

2. The Center shall be established at Sydney and shall terminate at Adelaide, with field trips to be made as appropriate to selected fishing centers in New South Wales and Southern Australia, and shall provide a course of study for not more than 35 persons in respect of whom the Organization shall assume responsibilities as defined in this Agreement for not more than 25 Participants (hereinafter called "the Participants") from the Participating Countries. The official language of the Center shall be English.

3. The Government shall :

(a) nominate an Organizing Committee for the Center which, in collaboration with the Director referred to under paragraph (b) (i) below, shall be responsible for the coordination of local facilities and the arrangement of field trips and projects included in the Center program.

(b) provide the following staff (hereinafter called "the Staff") :

- (i) One (1) Director of the Center (hereinafter called "the Director") who shall be appointed as a consultant to the Organization for the duration of the Center. The Director shall, in collaboration with the Organizing Committee referred to under paragraph (a) above, be responsible for the coordination of local facilities and the arrangement of field trips and projects included in the Center program and shall be jointly responsible with the Associate Director provided by the Organization under paragraph 4 (a) (i) below for the organization and conduct of the said program;
- (ii) Such instructors and lecturers for the Center, in addition to those to be provided by the Organization and referred to under paragraph 4 (a) (iii) below, as designated by mutual agreement between the Organization and the Government;
- (iii) Such local secretaries and related assistance and services for the Center as the Organization, in consultation with the Government, may determine to be necessary for the efficient conduct of the Center.

4. The Organization shall :

(a) provide the following personnel (hereinafter called "the Personnel") ;

- (i) One (1) Associate Director of the Center (hereinafter called "the Associate Director") who shall be jointly responsible with the Director for the organization and conduct of the Center program;

- (ii) One (1) Administrative Officer who shall serve under the Associate Director in the carrying out of administrative duties at the Center;
- (iii) Not more than three lecturers, each of whom shall serve at the Center as instructors in specialized fields related to fisheries;

(b) issue invitations within the limits established in paragraph 2 above to the Governments of the Participating Countries to send from 2 to 4 Participants each to the Center, in accordance with their respective requirements, it being understood that the Government may, at its own cost, offer up to 10 places to its own nationals. The Participants shall be persons nominated by the Governments of the Participating Countries and approved by the Organization.

(c) before the commencement of the Center, cooperate with the Government in the preparation of a detailed curriculum and timetable, based upon Fishery Cooperatives and Administration, that shall include lectures, demonstrations, practical operations, field trips and discussion periods;

(d) at the conclusion of the Center, arrange for the publication of a report on the proceedings of the Center and its results.

Article II

LIAISON

The Government designates the Department of Primary Industry as the central coordinating agency with which the Organization shall deal in connection with the technical assistance rendered under this Agreement.

Article III

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The obligations of the Organization, which in respect of the Participants shall be limited to those from under-developed countries, shall be as follows :

(a) The Organization shall pay the salary, insurance and cost of travel (including subsistence) of each of the Personnel to and from the Center and shall continue to pay during the period of his assignment at the Center the salary, cost of insurance and a subsistence allowance in local currency as appropriate under the rules of the Technical Assistance Board and the Organization. To any of those Personnel resident in the immediate area of Sydney, however, as determined by the Associate Director, the Organization shall pay only the salary and cost of insurance, it being understood that entitlement of such Personnel in the aforesaid subsistence allowance shall be limited to the periods during which they are engaged in field trips forming part of the Center program.

(b) The Organization shall authorize and pay the cost of any official travel by the Personnel outside Australia when such travel is necessary for the conduct of the Center.

(c) The Organization shall pay to the Director an honorarium in local currency during the period of his assignment at the Center, subject to agreement with the Government as to the amount of the said honorarium.

(d) The Organization shall determine the necessity of providing any supplies and equipment (and the type thereof) not produced within Australia which, in the opinion of the Organization, is necessary for the proper functioning of the Center and shall pay the cost thereof according to the rules of the Technical Assistance Board to a value not exceeding the equivalent of U.S. Dollars Five Hundred (US\$ 500). Any equipment so provided shall remain the property of the Organization unless and until title thereto is transferred under terms and conditions set by the Organization.

(e) The Organization shall pay the cost of transportation outside Australia of any supplies and equipment provided by it under this Agreement.

(f) The Organization shall, upon completion of the course of training at the Center, pay the normal tourist class one-way travel costs of the Participants from the Center on routes approved by the Organization to the points of departure in their countries as established by the Organization. The Governments assigning Participants to the Center shall pay all costs of their Participants from their countries or territories to the Center.

(g) The Organization shall, except in the case of those nominated by the Government of Australia, provide subsistence for the Participants in local currency (in cash or partly in cash and partly in kind) from the day of their arrival at, to the day of their departure from the Center, to a maximum of seven days before and seven days after the Center period, at rates not exceeding those fixed by the Technical Assistance Board for fellowship holders in Australia during the period in which the Center is held.

(h) The Organization shall determine the need and pay the cost of any documentation (including books) required by each of the Participants, and shall permit such documentation to remain the property of the Participant upon completion of the course of training at the Center.

(i) The Organization shall not be responsible for any costs arising out of the death, injury, sickness or other disability of the Participants during the period in which they are assigned at the Center, it being understood that each of the Governments assigning such Participants shall be responsible for the said costs of each of its Participants.

(j) The Organization shall reserve the right at any time to terminate the Center training of, and return to his country any Participant who, as determined by the Associate Director, in consultation with the Organizing Committee and the Director of the Center, may be unfit for the course of training at the Center.

(k) The Organization shall be free of any liability in respect of transportation furnished by the Government.

(l) The Organization shall not be responsible at any time for the payment of insurance of the Staff.

2. The obligations of the Government shall be as follows :

(a) The Government shall pay any necessary salaries and the cost of travel and subsistence to and from the Center of the Staff and shall continue to pay such costs during the period of their assignment at the Center.

(b) The Government shall pay for the Participants, Personnel and Staff the cost of transportation within Australia of field trips forming part of the Center program, and the cost of any necessary demonstrations arising therefrom.

(c) The Government shall provide or pay the cost of all official telephone, telegraph, postal and other communications within Australia in connection with the Center.

(d) The Government shall provide or pay the cost of transportation within Australia of all equipment and supplies provided under this Agreement.

(e) The Government shall provide for or pay the cost of any local duplication of documents incurred in connection with the Center, unless such provision or payment is made by the Organization upon determination by the Associate Director that the Government is unable to accept this obligation.

(f) The Government shall make available, as determined necessary by the Organization in consultation with the Government, all meeting, lecture and office space and facilities and all equipment and supplies except as specified under Article III, para. 1 (d) above.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

The Government shall for the duration of the Center accord to the Personnel and to the Organization its property and assets, in connection with the performance of this agreement, all privileges and immunities which are normally accorded to the Organization, its property, assets, officials and experts, so far as is consistent with relevant Australian legislation in force at the time.

IN WITNESS WHEREOF, the Government of Australia and the Organization have signed this Agreement at Rome this eighth day of July 1957 in two copies in English. This Agreement shall be in force as from this date.

For the Government
of Australia :

D. P. McGUIRE

Her Majesty's Australian Minister to Italy

For the Food and Agriculture
Organization of the United Nations :
Herbert BROADLEY