

No. 4276

**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
ETHIOPIA**

**Revised Standard Agreement (with exchange of letters)
concerning technical assistance. Signed at Addis Ababa,
on 15 March 1958**

Official text: English.

Registered ex officio on 1 April 1958.

No. 4276. REVISED STANDARD AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANIZATION, 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 IMPERIAL ETHIOPIAN GOVERNMENT CONCERNING TECHNICAL ASSISTANCE. SIGNED AT ADDIS ABABA, ON 15 MARCH 1958

The United Nations, the International Labour Organization, 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 Imperial Ethiopian Government (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 cooperation.

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 Organization(s), 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 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 organs of the Organization(s); technical assistance rendered within the framework

¹ Came into force on 15 March 1958, in accordance with article VI (1).

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 by 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.

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 Ethiopia. In recognition thereof, the Government agrees that in respect of any and all third party claims or liability resulting from or connected with any operation covered by this Agreement, it shall indemnify and hold harmless the Organization(s), their experts, agents or employees.

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

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. 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 Ethiopia (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 services, 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 afforded by the Imperial Ethiopian Government to its employees.

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 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 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 contribution 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 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 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

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, p. 363; Vol. 270, p. 372; Vol. 271, p. 382; Vol. 280, Vol. 284 and Vol. 286.

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; Vol. 231, p. 350; Vol. 275, p. 298; Vol. 276, p. 352; Vol. 277, p. 343; Vol. 280, Vol. 282, p. 354 and Vol. 286.

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 shall supersede and replace the Basic Agreements concerning Technical Assistance concluded between the Imperial Ethiopian Government and the United Nations on 22 June, 1953;¹ the Food and Agriculture Organization on 27 February, 1951; the United Nations Educational, Scientific and Cultural Organization on 8 March 1956; the International Civil Aviation Organization on 2 February, 1951;² the World Health Organization on 17 February and 16 April 1956;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 Organizations severally or collectively and the Government.

4. 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 60 days after receipt of such notice.

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 Addis Ababa, this fifteenth day of March 1958 in the English language in two copies.

For the Imperial Ethiopian Government :

(Signed) Gachaou ZALLAKA

Vice Minister for Foreign Affairs

For the United Nations, the International Labour Organization, 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) Theodor O. P. LILLIEFELT

Resident Representative of the United Nations
Technical Assistance Board in Ethiopia

¹ United Nations, *Treaty Series*, Vol. 172, p. 93, and p. 363 of this volume.

² United Nations, *Treaty Series*, Vol. 96, p. 123.

³ United Nations, *Treaty Series*, Vol. 243, p. 91.

EXCHANGE OF LETTERS

I

UNITED NATIONS TECHNICAL ASSISTANCE BOARD
OFFICE OF THE RESIDENT REPRESENTATIVE
ADDIS ABABA, ETHIOPIA

15 March, 1958

Excellency,

I have the honour to refer to the Revised Standard Agreement¹ relating to the rendering of technical assistance to the Imperial Ethiopian Government by the United Nations and those of its Specialized Agencies, Members of the United Nations Technical Assistance Board, which has today been signed by yourself, representing the Imperial Ethiopian Government, on the one hand, and by myself, representing the United Nations and the signatory Specialized Agencies, on the other hand.

With reference to article I, paragraph 6, of that Agreement, it is understood that the expression contained therein namely, "third party claims or liability resulting from or connected with any operation covered by this Agreement," shall not be deemed to include any claims arising from willful or reckless acts or commissions, attributable to experts, agents or employees of the Organisations, 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.

I am pleased to be able to give this explanation and clarification on behalf of the United Nations and the Specialized Agencies, parties to the Revised Standard Agreement, and I shall be grateful to have your acceptance of this explanation at your convenience.

Accept, Excellency, the assurance of my highest consideration.

(Signed) Theodor O. P. LILLIEFELT
Resident Representative
United Nations Technical Assistance Board
Ethiopia

His Excellency Ato Gachaou Zallaka
Vice Minister for Foreign Affairs
Ministry of Foreign Affairs
Imperial Ethiopian Government
Addis Ababa

¹ See p. 274 of this volume.

II

MINISTRY OF FOREIGN AFFAIRS

No. 5773/38/50

Addis Ababa, March 15, 1958

Sir,

I would refer to your letter dated today in which you set out an explanation and clarification of the expression contained in article I, paragraph 6, of the Revised Standard Agreement signed today between us, relating to the rendering of Technical Assistance by the United Nations and its Specialized Agencies to the Imperial Ethiopian Government.

I am happy to state, on behalf of my Government, that it accepts your explanation of the expression contained in article I, paragraph 6, of the Agreement, namely, that the phrase "third party claims or liabilities resulting from or connected with any operation covered by this Agreement," shall not be deemed to include any claims arising from wilful or reckless acts or commissions attributable to experts, agents or employees of the Organisations, 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.

Accept, Sir, the assurance of my highest consideration.

(Signed) Gachaou ZALLAKA
Vice Minister
Ministry of Foreign Affairs

Theodor O. P. Lilliefelt
Resident Representative
of the United Nations Technical
Assistance Board in Ethiopia
Addis Ababa