

No. 4650

**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
HAITI**

**Revised Standard Agreement concerning technical assistance.
Signed at Port-au-Prince, on 26 June 1956**

**Exchange of letters constituting an addendum to the above-
mentioned Agreement. Port-au-Prince, 29 September
and 12 October 1956**

Official text: French.

Registered ex officio on 1 February 1959.

[TRANSLATION — TRADUCTION]

No. 4650. REVISED STANDARD 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 AND THE GOVERNMENT OF THE REPUBLIC OF HAITI CONCERNING TECHNICAL ASSISTANCE. SIGNED AT PORT-AU-PRINCE, ON 26 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 and the World Health Organization (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Government of the Republic of Haiti (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 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 co-operate 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.

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

¹ Came into force on 24 July 1956, in accordance with article VI.

the Organizations ; technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic Development of Underdeveloped 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 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 upon ;

(c) Awarding scholarships and fellowships 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 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 Organizations 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 associates 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 on terms and conditions mutually agreed upon between the Organizations 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 the Republic of Haiti. In recognition thereof, the Government shall undertake

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

to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operations 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.

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 Organizations 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 Organizations themselves.
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 the Republic of Haiti (hereinafter called "the country") as follows :
 - (a) The salaries of the experts ;
 - (b) The cost 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, including local transport ;

(e) Postage and telecommunications for official purposes ;

(f) Such medical services and facilities 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 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 to be made, where possible, 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 procedure 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 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 Organizations 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.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government 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

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, p. 346; Vol. 284, p. 361; Vol. 286, p. 329; Vol. 308, p. 300, and Vol. 316, p. 268.

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, p. 348; Vol. 282, p. 354; Vol. 286, p. 334; Vol. 299, p. 408; Vol. 300, p. 305; Vol. 301, p. 439; Vol. 302, p. 353; Vol. 304, p. 342; Vol. 308, p. 310; Vol. 309, p. 354; Vol. 310, p. 318; Vol. 314, p. 308; Vol. 316, p. 276; Vol. 317, p. 316, and Vol. 320, p. 321.

2. The Government shall take all practicable measures to facilitate the activities of the Organizations under this Agreement and to assist experts and other officials of the Organizations in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organizations, 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 on the date on which the Government notifies the Secretary-General of the United Nations that the constitutional formalities necessary for the entry into force of the Agreement in Haiti have been complied with.

2. 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.

3. 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 it shall terminate sixty days after receipt of such notice.

4. This Agreement shall supersede and replace the Basic Agreement concerning technical assistance concluded on 28 June 1951,¹ 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.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and of the Government respectively, have, on behalf of the Parties, signed the present Agreement at Port-au-Prince, on 26 June 1956, in the French language in two copies.

¹ United Nations, *Treaty Series*, Vol. 118, p. 154, and p. 283 of this volume.

For the International Organizations :
Albert LE BEL

Resident representative in Haiti of the United Nations Technical Assistance Board

For the Government of the Republic of Haiti :

Joseph D. CHARLES
Minister of Foreign Affairs

Clément JUMELLE
Minister of Finance and Economics

Élie VILLARD
Minister of Agriculture and Public Health

Franck DÉVIEUX
Minister of Education and Commerce

Raoul St. LÔ
Minister of Public Works

Jacques A. FRANÇOIS
Personal Assistant to the President and Minister of Labour

EXCHANGE OF LETTERS CONSTITUTING AN ADDENDUM
TO THE REVISED STANDARD AGREEMENT OF 26 JUNE
1956.¹ PORT-AU-PRINCE, 29 SEPTEMBER AND 12 OCTOBER 1956

D/1/12/1284

I

29 September 1956

Your Excellency,

I have the honour to refer to the Revised Standard Agreement signed on 26 June 1956¹ by Mr. Joseph D. Charles, Minister of Foreign Affairs ; Mr. Clément Jumelle, Minister of Finance and Economics ; Mr. Élie Villard, Minister of Agriculture and Public Health ; Mr. Franck Dévieux, Minister of Education ; Mr. Raoul St. Lô, Minister of Public Works, and Mr. Jacques François, Personal Assistant to the President and Minister of Labour on behalf of the Haitian Government, and by myself on behalf of the Organizations participating in the Expanded Programme of Technical Assistance.

Two of the participating Organizations, the International Telecommunications Union and the World Meteorological Organization have been omitted from the afore-said Agreement.

I therefore have the honour to request that an annex to this Agreement should be signed including the names of these two Organizations in the title, the preamble and the signatory paragraph of the Agreement.

If you accept this proposal I suggest that this letter and the reply which you make to it shall be regarded as constituting the annex in question.

I have the honour to be, etc.

Albert LE BEL
Resident Representative
of the United Nations Technical Assistance Board

His Excellency Mr. Joseph D. Charles
Minister of Foreign Affairs
Ministry of Foreign Affairs
(By hand)

¹ See p. 5 of this volume.

II

REPUBLIC OF HAITI

MINISTRY OF FOREIGN AFFAIRS

IIC/AT/10

Port-au-Prince, 12 October 1956

Dear Sir,

I have the honour to acknowledge the receipt of your letter No. D/1/12/1284 of 29 September last, in which you drew attention to the fact that two participating Organizations, the International Telecommunications Union and the World Meteorological Organization, had been omitted from the Revised Standard Technical Assistance Agreement signed on 26 June 1956 by the Haitian Government and the specialized agencies participating in the United Nations Expanded Programme of Technical Assistance.

The Ministry of Foreign Affairs accepts your proposal to the effect that an annex to this Agreement should be signed so as to include the names of the two Organizations in question in the title, the preamble and the signatory paragraph of the Agreement.

In accordance with the suggestion contained in your letter mentioned above, the Ministry of Foreign Affairs will consider this reply and your communication No. D/1/12/1284 dated 20 September 1956 as constituting the annex in question.

I have the honour to be, etc.

Joseph D. CHARLES

Mr. Albert Le Bel
Resident Representative of the Technical Assistance Board
United Nations
Port-au-Prince
