

No. 4971

UNITED NATIONS
and
COSTA RICA, EL SALVADOR, GUATEMALA,
HONDURAS and NICARAGUA

Agreement concerning technical assistance for the benefit of the Advanced School of Public Administration for Central America (ESAPAC). Signed at San José, on 3 December 1959

Official text: Spanish.

Registered ex officio on 3 December 1959.

ORGANISATION DES NATIONS UNIES
et
COSTA-RICA, SALVADOR, GUATEMALA,
HONDURAS et NICARAGUA

Accord relatif à la fourniture d'une assistance technique au profit de l'École supérieure d'administration publique de l'Amérique centrale (ESAPAC). Signé à San José, le 3 décembre 1959

Texte officiel espagnol.

Enregistré d'office le 3 décembre 1959.

[TRANSLATION — TRADUCTION]

No. 4971. AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENTS OF COSTA RICA, EL SALVADOR, GUATEMALA, HONDURAS AND NICARAGUA, MEMBERS OF THE ADVANCED SCHOOL OF PUBLIC ADMINISTRATION FOR CENTRAL AMERICA (ESAPAC), CONCERNING TECHNICAL ASSISTANCE FOR THE BENEFIT OF THE SCHOOL. SIGNED AT SAN JOSÉ, ON 3 DECEMBER 1959

The United Nations and the Governments of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, members of the Advanced School of Public Administration for Central America (ESAPAC), hereinafter referred to as "the Governments members of "ESAPAC",

CONSIDERING that the United Nations has already furnished the Technical assistance to ESAPAC provided for under the agreement of 12 December 1956 between the United Nations and the Governments members of ESAPAC,

CONSIDERING that the Governments members of ESAPAC, as stated in the resolution adopted by the General Board on 17 December 1958, are desirous that the United Nations should continue to provide technical assistance to ESAPAC, and that the United Nations is prepared to do so,

Have agreed as follows :

1. To the extent that the available funds and circumstances relating to the future of the Technical Assistance Programme permit, the United Nations shall furnish the following in accordance with the basic technical assistance agreements concluded with the Governments members of ESAPAC :

- (a) the services of an expert to serve as Director of ESAPAC for a period of twelve months, from 1 January 1960 to 31 December 1960;
- (b) the services of three experts to serve as lecturers at ESAPAC for a period of twelve months, from 1 January 1960 to 31 December 1960;
- (c) the services of two visiting lecturers for a period of three months each, during 1960;
- (d) five fellowships per Government member of ESAPAC, tenable at the School, for a period of approximately six months and two short-term

¹ Came into force on 3 December 1959, upon signature.

fellowships per Government for each ESAPAC seminar in 1960;

- (e) fellowships for special studies outside the area for the purpose of training future members of the faculty of ESAPAC.

2. The United Nations, having regard to the availability of funds and circumstances relating to the future of the Technical Assistance Programme, shall consider the continuation of technical assistance for a further period of two years, i.e. from 1 January 1961 to 31 December 1962, on a slightly reduced basis in order that the gradual transfer of the project to the Governments may be initiated without substantially affecting ESAPAC's programme during the term of the agreement.

3. In accordance with the provisions of the basic technical assistance agreements concluded with the Governments members of ESAPAC, the United Nations shall be responsible for the following :

- (a) the salaries of the persons listed in article 1, paragraphs (a), (b) and (c), hereinafter referred to as "the personnel";
- (b) passage and travel costs to and from San José, Costa Rica, in respect of personnel and, if so provided in the individual contracts, their immediate dependents;
- (c) passage and travel costs for the Director to and from the United Nations Headquarters as often as the United Nations considers necessary;
- (d) social security coverage for the personnel, in accordance with the regulations governing the technical assistance personnel of the United Nations;
- (e) the cost of international travel from their place of residence to San José, Costa Rica, and return, and subsistence for the persons granted the fellowships mentioned in article 1, paragraph (d);
- (f) the cost of return travel and subsistence for the persons granted the fellowships mentioned in article 1, paragraph (e).

4. The Governments members of ESAPAC undertake to determine and to furnish their contributions to the common fund of ESAPAC in a manner and in an amount adequate to ensure its efficient operation and, in particular, to cover the following costs :

- (a) subsistence and removal costs for the personnel in accordance with the United Nations staff rules and the rules laid down by the Technical Assistance Board;
- (b) medical care and hospitalization for the personnel;
- (c) adequate office supplies, educational material and equipment, it being understood that the Government of Costa Rica, as the country in

which the School is situated will continue to provide the premises for offices and class-rooms;

- (d) local secretarial, interpreter-translator and other assistance;
- (e) the transportation of the personnel on official ESAPAC business within the area of Central America;
- (f) salaries, subsistence and costs in respect of lecturers and other members of the ESAPAC faculty whose salaries are not paid by the United Nations. In this connexion, the Governments members of ESAPAC shall revise the amount of their contributions with a view to ensuring the continued gradual utilization of instructors, preferably those trained with the help of United Nations fellowships for special training, it being understood that as from 1 January 1960 the emoluments and other costs in respect of the full-time services of at least one instructor so trained will be borne in their entirety by the ESAPAC common fund.

5. This agreement may be modified by mutual consent of the United Nations and the Governments members of ESAPAC.

6. This agreement may be terminated by the United Nations or by any of the Governments members of ESAPAC on written notice to the other parties and shall terminate ninety days after receipt of such notice by all the parties concerned. If such notice is received within the month preceding the beginning of an ESAPAC academic year or in the course of the academic year at ESAPAC, the agreement shall in no case terminate before the end of the academic year in question. Termination of this agreement, under the provisions of this article, in so far as concerns one Government member of ESAPAC, shall not terminate the agreement in so far as concerns the other members of ESAPAC, unless ESAPAC is dissolved.

7. IN WITNESS WHEREOF the undersigned, as duly authorized representatives of the United Nations and of the Governments members of ESAPAC, respectively, have signed this agreement at San José, Costa Rica, on 3 December 1959.

Herbert EMMERICH

For the United Nations Commissioner
for Technical Assistance

Alfredo E. HERNÁNDEZ VOLIO

Chairman of the General Board of
the Advanced School of Public
Administration for Central America
(ESAPAC)