

No. 5391

**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,
WORLD METEOROLOGICAL ORGANIZATION and
INTERNATIONAL ATOMIC ENERGY AGENCY
and
VENEZUELA**

**Agreement regarding the provision of technical assistance
under funds held in trust. Signed at Caracas, on 9 Oc-
tober 1959**

Official text: Spanish.

Registered ex officio on 14 October 1960.

[TRANSLATION — TRADUCTION]

No. 5391. 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, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION AND THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA REGARDING THE PROVISION OF TECHNICAL ASSISTANCE UNDER FUNDS HELD IN TRUST. SIGNED AT CARACAS, ON 9 OCTOBER 1959

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, the International Telecommunication Union, the World Meteorological Organization and the International Atomic Energy Agency (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Government of Venezuela (hereinafter called "the Government")

Have entered into this Agreement in a spirit of friendly co-operation.

TECHNICAL ASSISTANCE UNDER FUNDS HELD IN TRUST

Article 1

The Government shall obtain technical assistance, through the United Nations and the other agencies participating in the Expanded Programme, from funds held in trust, in conformity with the provisions set out below. For clarity, technical assistance extended in this form shall hereinafter be called "Technical Assistance under Funds held in Trust".

¹ Came into force on 9 October 1959, upon signature, in accordance with article 15.

Article 2

SCOPE AND FORMS OF ASSISTANCE

The Government shall request Technical Assistance under Funds held in Trust from the Organizations participating in certain spheres of activity of the Expanded Programme. The assistance shall consist of the provision of the services of experts, the award of fellowships and the supply of equipment.

Article 3

PREPARATION OF THE REQUEST

Requests for projects of Technical Assistance under Funds held in Trust shall be prepared by the Government in close consultation with the Resident Representative of the Technical Assistance Board and with the representatives appointed by the Participating Organizations, taking full account of projects which are being carried out or prepared under the Expanded Programme.

Article 4

Technical Assistance under Funds held in Trust may be requested and supplied without limitation of the duration of projects to 12 (twelve) months on each occasion as is the case under the Expanded Programme.

Article 5

In order to simplify the financial and administrative procedure for each Participating Organization, the cost of an expert, a fellowship or a unit of equipment may be divided between the Expanded Programme of Technical Assistance and Technical Assistance under Funds held in Trust only in exceptional cases, by special agreement between the Government and the Organization concerned; the said agreement shall be negotiated through the Technical Assistance Board.

Article 6

PROCEDURE

The Government shall transmit requests for Technical Assistance under Funds held in Trust to the Executive Chairman of the Technical Assistance Board through the office of the Resident Representative, copies being sent to the appropriate Participating Organizations in the same manner as requests under the Expanded Programme.

Article 7

Every Government request shall be dealt with in each Participating Organization in the same manner as requests under the Expanded Programme.

The processing required in the United Nations Technical Assistance Board and in the specialized agencies concerned shall be carried out as expeditiously and efficiently as possible. The majority of requests for Technical Assistance under Funds held in Trust shall be made during the planning of the Expanded Programme or as a result of such planning; however, such requests shall not necessarily be subordinated to the annual planning schedule of the Expanded Programme.

Article 8

Any project, expert, fellowship or unit of equipment negotiated through the system of Technical Assistance under Funds held in Trust shall be independent of the Expanded Programme and shall not affect the size or execution thereof.

Article 9

FINANCIAL PROVISIONS

Once the request has been agreed by the Participating Organization, the Resident Representative shall provide the Government with the Organization's estimate of the cost of the project.

The estimate shall cover :

- (a) costs, at the Organization's headquarters and in the field, which are directly related to the project and are of a clearly identifiable nature, e.g. salaries, travelling expenses, subsidies and other payments related to the project;
- (b) a fee not exceeding 5 per cent of the total cost of the project, to defray other costs which have been incurred by the Organization concerned in connexion with the project but which are not specifically identifiable.

Article 10

The Government shall make an advance payment, in convertible currency, sufficient to meet any contractual commitments which may cover a period of not less than one year or the whole duration of the project if less than one year. In some cases advance payments may be needed in order that commitments may be entered into for a period of more than one year.

All negotiations on financial matters shall be conducted through the Resident Representative, acting on behalf of the Executive Chairman of the United Nations Technical Assistance Board and the Participating Organizations.

Article 11

In order to facilitate the administration of funds and to simplify accounting procedure, the Government shall deposit the funds which it undertakes to furnish

in a single central account in a bank of the Republic of Venezuela to be designated by the Secretary-General of the United Nations. Each transfer from the central account to the Participating Organization shall be made in advance of contractual commitments, after the Resident Representative has received due notice from the Government.

Article 12

Audited statements of accounts shall be submitted to the Government by the Participating Organization, through the Technical Assistance Board and the Resident Representative, as soon as possible after the close of the year and as soon as feasible after the completion of a project.

Article 13

ADMINISTRATIVE SERVICES

For projects governed by this Agreement, the Government shall provide supporting administrative services of the same type as it is now providing under the Expanded Programme and as are referred to in the Revised Basic Agreement : namely, local personnel services, office space, equipment and supplies produced within the country, transport within the country, communications and medical services. The cost of the supporting administrative services shall be borne by the Government and consequently is not included in the payments referred to in article 10.

Article 14

Save as provided in this Agreement, the supply of Technical Assistance under Funds held in Trust shall be effected in accordance with the legal provisions of the Revised Basic Agreement signed by the Government of Venezuela and the United Nations Technical Assistance Board on 23 August 1954.¹

Each request for an expert, fellowship or unit of equipment shall be made by simple exchange of letters between the Government and the Executive Chairman of the Technical Assistance Board through the Resident Representative, copies being sent to the Organizations concerned.

Article 15

GENERAL PROVISIONS

This Agreement shall enter into force upon signature.

This Agreement may be modified by agreement between the Organizations concerned and the Government.

¹ United Nations, *Treaty Series*, Vol. 201, p. 51. (The Agreement was signed on 19 August 1954; the exchange of letters annexed to the said Agreement was dated 23 August 1954.)

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 shall terminate sixty (60) days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the Organizations and of the Government respectively, have on behalf of the parties signed this Agreement at Caracas, this ninth day of October 1959, in two copies in the Spanish language.

For the Government of Venezuela :

Miguel Angel Burelli RIVAS
Acting Minister for External Relations

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, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization and the International Atomic Energy Agency :

Raymond Pierre ETCHATS
Resident Representative of the United Nations Technical Assistance Board
