

No. 5378

**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
CHILE**

**Standard Agreement on technical assistance. Signed at
Santiago, on 15 January 1957**

Official texts: English and Spanish.

Registered ex officio on 3 October 1960.

No. 5378. STANDARD AGREEMENT¹ ON TECHNICAL ASSISTANCE 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, AND THE WORLD METEOROLOGICAL ORGANIZATION AND THE GOVERNMENT OF THE CHILEAN REPUBLIC. SIGNED AT SANTIAGO, ON 15 JANUARY 1957

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 Government of the Chilean Republic (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 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 cooperate 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.

¹ Came into force on 26 September 1960, the date of receipt by the Executive Chairman of the Technical Assistance Board of the communication from the Chilean Government stating that the necessary legislative approval had been obtained, as established by constitutional laws, in accordance with article VI,

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 Organizations; technical assistance rendered within the framework of the Expanded Programme of Technical Assistance to which resolutions 222 (IX)¹ of the Economic and Social Council and 304 (IV)² of the General Assembly refer shall, in particular, be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I³ 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 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 Government and the Organizations.

4. a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organizations after 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 authorized to the effect 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 Government and the Organizations concerned.

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.

¹ United Nations, *Official Records of the Economic and Social Council, Fourth Year, Ninth Session, Supplement No. I* (E/1553), p. 4.

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

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

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 Government and the Organizations concerned.

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 Chile. In recognition thereof, the Government shall undertake to bear full responsibility and shall indemnify the Organizations, and their experts, agents or employees against any third party demands or obligations resulting from activities undertaken in the implementation of their technical functions connected with the present Agreement. It is understood that the responsibility of the Chilean Government shall not be deemed to include claims arising from wilful or reckless acts or omissions, attributable to the experts, agents or employees of the Organizations.

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 Organizations concerned shall consult together regarding the application, 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 (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 concerned.
 - 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 for technical assistance personnel 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% of the daily subsistence rate established for the country by the Technical Assistance Board, multiplied by the number of experts 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% of the full daily subsistence rate, in which case the Government will only pay, in local currency, the remaining 10%.
- b) The Government will pay its contribution towards the subsistence allowance of experts in semesters in advance, in accordance with an amount to be

computed by the Executive Chairman of the Technical Assistance Board on the basis of the number of experts, the length of their services and the lodging facilities provided by the Government. At the end of each year, 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.

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 previously.

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.

e) The Government and the Organizations concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services were 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.

4. The Government shall defray such portion of the expenses to be paid outside the country as are not payable by the Organizations, and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. a) The Government, insofar as it is not already bound to do so, 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

b) The experts will be permitted to import, exempt from Customs duties and other import charges, prohibitions and restrictions, their furniture and effects, including an automobile, on initially assuming their posts in Chile. For title transfer purposes of each automobile this will be subject to the general regulations established for the resident Diplomatic Corps.

c) The Resident Representative of the Technical Assistance Board of the United Nations will in every case enjoy the same treatment given to Directors

¹ See footnote 1, p. 402 of this volume.

² See footnote 1, p. 405 of this volume.

of Commissions or Regional Offices of the United Nations established in Chile.

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 CONDITIONS

1. This Agreement shall enter into force at the moment that the Chilean Government communicates to the Executive Chairman of the Technical Assistance Board that the necessary legislative approval has been obtained, as established by constitutional laws. Further to the above, this Agreement will be applied, as from the date of its signature, in all dispositions which may be enforced in accordance with the legal facilities of the President of the Republic of Chile and with the dispositions of other agreements which may be applicable.

2. This Agreement may be modified in common accord between the Government and the Organizations concerned. Any relevant matter for which no provision is made in this Agreement shall be settled by the Government and by the Organizations concerned in keeping with 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 as 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.

4. This Agreement shall supersede and replace the Basic Technical Assistance Agreements concluded with the Food and Agriculture Organization of the United Nations (FAO) on 26 January 1951; with the International Labour Organization (ILO) on 23 July 1952;¹ with the World Health Organization (WHO) on 22 October 1952;² and with the United Nations Educational, Scientific and Cultural Organization (UNESCO) on 21 August 1951; as well as

¹ United Nations, *Treaty Series*, Vol. 178, p. 323.

² United Nations, *Treaty Series*, Vol. 150, p. 119.

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 Chilean Government.

5. Once this Agreement has entered into force, the signing parties will be exempt from concluding supplementary agreements for the implementation of technical assistance programmes, which will be concluded, when necessary, by correspondence between the Ministry of Foreign Affairs, representing the Chilean Government, and the competent official of the international Organization concerned.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and the Government, respectively, have, on behalf of the parties, signed the present Agreement at Santiago, this 15th day of January 1957, in the Spanish and English language, in two copies.

For the Government of the Republic of Chile :

Oswaldo SAINTE-MARIE S.
Minister of 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 :

B. F. OSORIO-TAFALL
Resident Representative of the United Nations
Technical Assistance Board
