### No. 6969

#### UNITED NATIONS

and

## COSTA RICA, EL SALVADOR, GUATEMALA, HONDURAS, NICARAGUA and PANAMA

Agreement concerning technical assistance for the benefit of the Advanced School of Public Administration for Central America (ESAPAC). Signed at San José, on 21 October 1963

Official text: Spanish.

Registered ex officio on 1 November 1963.

## ORGANISATION DES NATIONS UNIES

et

# COSTA RICA, EL SALVADOR, GUATEMALA, HONDURAS, NICARAGUA et PANAMA

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 21 octobre 1963

Texte officiel espagnol.

Enregistré d'office le 1er novembre 1963.

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#### [Translation — Traduction]

No. 6969. AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS AND THE GOVERNMENTS OF COSTA RICA, EL SALVADOR, GUATEMALA, HONDURAS, NICARAGUA AND PANAMA, 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 21 OCTOBER 1963

The United Nations and the Governments of Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama, 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 3 December 1959<sup>2</sup> between the United Nations and the Governments members of ESAPAC,

Considering that, according to the request of the members of the General Board of ESAPAC transmitted by its Chairman, on 11 June 1963, the Governments members of ESAPAC 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 eighteen months, from 1 July 1963 to 31 December 1964;
  - (b) The services of at least four experts to serve as lecturers at ESAPAC for a period of eighteen months, from 1 July 1963 to 31 December 1964;
  - (c) The services of at least three visiting lecturers for a period of four months each, during the same period;

<sup>&</sup>lt;sup>1</sup> Came into force on 21 October 1963, upon signature. <sup>2</sup> United Nations, *Treaty Series*, Vol. 345, p. 251.

- (d) A number of fellowships per each Government member of ESAPAC, in proportion to the total number provided for in the Plan of Activities approved for the School during the second half of 1963 and for the year 1964.
- 2. To the extent that the available funds and circumstances relating to the future of the Technical Assistance Programme permit, the United Nations shall consider the continuation of technical assistance for a further period of two years, i.e. from 1 January 1965 to 31 December 1966.
- 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 the personnel and, if so provided in the individual contracts, their immediate dependants;
  - (c) Passage and travel costs for the Director to and from 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).
- 4. The Governments members of ESAPAC undertake to determine and 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 Central American Isthmus;
- (f) Salaries, subsistence and costs in respect of experts and other members of ESAPAC whose salaries are not paid by the United Nations.
- 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. Nevertheless, if such notice is received within the month preceding the commencement of any of ESAPAC's activities or while any such activities are being carried out, the Agreement shall in no case terminate before the end of the activity 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 21 October 1963.

Н.т. Намган

Bernal JIMÉNEZ

United Nations Bureau of Technical Assistance Operations

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