

No. 7456

**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,
INTERNATIONAL ATOMIC ENERGY AGENCY
and UNIVERSAL POSTAL UNION
and
KENYA**

**Agreement concerning technical assistance. Signed at
Nairobi, on 11 November 1964**

Official text: English.

Registered ex officio on 11 November 1964.

No. 7456. 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, THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE UNIVERSAL POSTAL UNION AND THE GOVERNMENT OF KENYA CONCERNING TECHNICAL ASSISTANCE. SIGNED AT NAIROBI, ON 11 NOVEMBER 1964

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, the International Atomic Energy Agency and the Universal Postal Union (hereinafter called "the Organizations"), members of the Technical Assistance Board and the Government of Kenya (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

¹ Came into force on 11 November 1964, upon signature, in accordance with article VI (1).

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 the Organizations ; technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic Development of Under-Developed Countries shall, in particular, be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 A (IX)¹ 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 Organization 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 designated 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 may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

¹ 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 Organizations concerned and the Government.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organizations and their experts, agents or employees and shall hold harmless such Organizations and their experts, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government, the Executive Chairman of the Technical Assistance Board and the Organizations concerned that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents, or employees.

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 Kenya (hereinafter called "the country") as follows :
 - (a) The salaries of the experts ;
 - (b) The costs 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 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 for technical assistance personnel as may be available to the civil servants of the country.
2. (a) The local allowances of experts shall be paid by the Organizations, but the Government shall contribute towards such local allowances an amount which shall be computed by the Executive Chairman of the Technical Assistance Board in accordance with the relevant resolutions and decisions of the Technical Assistance Committee and other governing bodies of the Expanded Programme.
- (b) Before the beginning of each year or of a mutually agreed upon period of months, the Government shall pay an advance against its contribution in such amount as may be determined by the Executive Chairman of the Technical Assistance Board under the resolutions and decisions referred to in the preceding paragraph. At the end of each such 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 such local allowances shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, in accordance with such procedures 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 financing the local allowance 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.

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. 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,

(a) in respect of the United Nations, the Convention on the Privileges and Immunities of the United Nations ;¹

(b) in respect of the Specialized Agencies, the Convention on the Privileges and Immunities of the Specialized Agencies ;² and

(c) in respect of the International Atomic Energy Agency, the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.³

2. The Government shall take all practical 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

¹ United Nations, *Treaty Series*, Vol. 1, p. 15, and Vol. 90, p. 327 (corrigendum to Vol. 1, p. 18).

² United Nations, *Treaty Series*, Vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see Vol. 71, p. 318; Vol. 79, p. 326; Vol. 117, p. 386; Vol. 275, p. 298; Vol. 314, p. 308; Vol. 323, p. 364; Vol. 327, p. 326; Vol. 371, p. 266, and Vol. 423, p. 284.

³ United Nations, *Treaty Series*, Vol. 374, p. 147; for subsequent actions relating to this Agreement see references in Cumulative Index No. 4, as well as Annex A in volumes 412, 456 and 463.

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 upon signature.
2. The provisions of this Agreement shall not apply to technical assistance rendered to the Government by the Organizations under their regular programmes of technical assistance, where such regular programmes of technical assistance are governed by any agreement which the Government and those Organizations may conclude relating thereto.
3. 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.
4. 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 60 days after receipt of such notice.

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 Nairobi this eleventh day of November, 1964, in the English language in two copies.

For the Government of Kenya :

Joseph MURUMBI

Minister of State, Prime Minister's Office

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, the International Atomic Energy Agency and the Universal Postal Union :

B. T. G. CHIDZERO

Representative of the Technical Assistance Board and
Director of Special Fund Programmes in Kenya