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No. 7846

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
PAKISTAN

Revised Standard Agreement concerning technical assistance (with exchange of letters). Signed at Karachi, on 2 July 1956

Exchange of letters constituting an agreement amending the above-mentioned Agreement. New York, 16 November 1964, and Karachi, 9 January 1965

Official text: English.

Registered ex officio on 30 June 1965.

No. 7846. REVISED STANDARD AGREEMENT¹ CONCERNING 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 PAKISTAN. SIGNED AT KARACHI, ON 2 JULY 1956

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 (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Government of Pakistan (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 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.

¹ Came into force on 2 July 1956, upon signature, in accordance with article VI (1).

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 I¹ 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 Organization(s) 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(s) and the Government ;

4. (a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organization(s) in consultation with the Government. They shall be responsible to the Organization(s) concerned ;

(b) In the performance of their duties, the experts shall act in close consultation with the Government and with persons or bodies so authorized 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 Organization(s) 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 Organization(s) shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organization(s) concerned and the Government.
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 Pakistan. In recognition thereof, the Government agrees that, in respect of any and all third party claims or liability resulting from or connected with any operation covered by this Agreement it shall indemnify and hold harmless the Organization(s), their 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 Organization(s) 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 Organization(s) themselves.
3. In any case, the Government will, as far as practicable, make available to the Organization(s) 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 ORGANIZATION(S)

1. The Organization(s) shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside (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 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 Organization(s) ;
 - (f) any other expenses outside the country approved by the Organization(s) concerned.
2. The Organization(s) 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) Office 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 Organization(s) 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 expert 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.

(b) The Government will pay its contribution towards the subsistence allowance of experts in the form of an advance before the beginning of each year or of the mutually agreed upon period of months to be covered by the payment, in an amount to be computed by the Executive Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their services in the country during such year or period, and taking into account any undertaking of the Government to provide lodging in kind for experts. At the end of each 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 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.

(d) The term "expert" as used in this paragraph also includes any other Technical Assistance personnel assigned by the Organization(s) for services 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 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 Organization(s) 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 Organization(s), 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 Organization(s), 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

2. The Government shall take all practicable measures to facilitate the activities of the Organization(s) under this Agreement and to assist experts and other officials of the Organization(s) in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organization(s), 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. This Agreement may be modified by agreement between the Organization(s) concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization(s) concerned and by the Government in keeping with the relevant resolutions and decisions of the assemblies, conferences, councils and other organs of the Organizations(s). 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 Organization(s) 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.
4. This Agreement shall supersede and replace the Basic Agreement concerning Technical Assistance concluded on 28th April 1952,³ as well as the provisions referring to any other matter covered by this Agreement contained in any other agreement concerning Technical assistance under the Expanded Programme concluded between the Organizations severally or collectively and the Government.

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. 128, p. 191, Vol. 187, p. 45, and p. 335 of this volume.

5. IN WITNESS WHEREOF the undersigned, duly appointed representative of the Organization(s) and of the Government respectively, have, on behalf of the Parties, signed the present Agreement at Karachi this 2nd day of July 1956 in the English language in two copies.

For the Government of Pakistan :

Said HASAN

Secretary, Ministry of Economic Affairs

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 and the World Meteorological Organization :

Huntington GILCHRIST

Resident Representative

EXCHANGE OF LETTERS

I

UNITED NATIONS

TECHNICAL ASSISTANCE BOARD

Office of the Resident Representative in Pakistan

1358

ADM. 1.1.

Karachi, 2nd July 1956

Dear Mr. Said Hasan,

I would refer to the Revised Standard Agreement relating to the rendering of technical assistance to the Government of Pakistan by the United Nations and those of its Specialized Agencies, Members of the United Nations Technical Assistance Board which has today been signed by yourself, representing the Government of Pakistan on the one hand, and by myself, representing the United Nations and the signatory Specialized Agencies, on the other hand.

With reference to Article I, paragraph 6, of that Agreement, it is understood that the expression contained therein, namely, " third party claims or liability resulting from or connected with any operation covered by this Agreement, " shall be deemed to include claims or liability of civil nature and shall not be deemed to include any claims arising from wilful or reckless acts or omissions, attributable to experts, agents or employees of the Organizations, which violate the regulations, rules or administrative instructions governing the activities and conduct of such experts, agents or employees,

or which are clearly inconsistent with the responsibilities and functions entrusted to them.

I am pleased to be able to give this explanation and clarification on behalf of the United Nations and the Specialized Agencies, parties to the Revised Standard Agreement, and I shall be grateful to have your acceptance of this explanation at your convenience.

Accept, Sir, the assurances of my highest consideration.

Huntington GILCHRIST
Resident Representative

Mr. Saïd Hasan
Secretary, Ministry of Economic Affairs
Government of Pakistan
Karachi

II

GOVERNMENT OF PAKISTAN
MINISTRY OF ECONOMIC AFFAIRS
KARACHI

July 2, 1956

Dear Mr. Gilchrist,

I would refer to your letter dated today in which you set out an explanation and clarification of the expression contained in Article I, paragraph 6, of the Revised Standard Agreement signed today between us, relating to the rendering of technical assistance by the United Nations and its Specialized Agencies to the Government of Pakistan,

I am happy to state, on behalf of my Government, that it accepts your explanation that the expression contained in Article I, paragraph 6, of the Agreement, namely, "third party claims or liability resulting from or connected with any operation covered by this Agreement," shall be deemed to include claims of liability of civil nature and shall not be deemed to include any claims arising from wilful or reckless acts or omissions attributable to experts, agents or employees of the Organizations, which violate the regulations, rules or administrative instructions governing the activities and conduct of such experts, agents or employees, or which are clearly inconsistent with the responsibilities and functions entrusted to them.

Accept, Sir, the assurances of my highest consideration.

For the Government of Pakistan :
Saïd HASAN

Mr. Huntington Gilchrist
Resident Representative
United Nations Technical Assistance Board
in Pakistan
Karachi

EXCHANGE OF LETTERS BETWEEN THE UNITED NATIONS TECHNICAL ASSISTANCE BOARD AND THE GOVERNMENT OF PAKISTAN CONSTITUTING AN AGREEMENT¹ AMENDING THE REVISED STANDARD AGREEMENT OF 2 JULY 1956 CONCERNING TECHNICAL ASSISTANCE. NEW YORK, 16 NOVEMBER 1964, AND KARACHI, 9 JANUARY 1965

I

TAB 04 Pakistan

16 November 1964

Sir,

I am writing on behalf of the Technical Assistance Board in reference to the Basic Agreement concerning provision of technical assistance, which was entered into on 2 July 1956 between the United Nations, the ILO, the FAO, the UNESCO, the ICAO, the WHO, the ITU, the WMO, and the Government of Pakistan.

I should like to propose that :

1. The names of the International Atomic Energy Agency and the Universal Postal Union be added to the list of the Participating Organizations covered by the said Agreement and that the Government, insofar as it is not already bound to do so, shall apply to the International Atomic Energy Agency, its property, funds and assets, and to its officials, including technical assistance experts, the provisions of the Agreement on Privileges and Immunities of the International Atomic Energy Agency.²

2. The existing paragraph 6 of Article I be deleted and the following paragraph substituted :

“ The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization(s) and their experts, agents or employees and shall hold harmless such Organization(s) 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 TAB and the Organization(s) concerned that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees. ”

¹ Came into force on 9 January 1965 by the exchange of the said letters.

² United Nations, *Treaty Series*, Vol. 374, p. 147.

3. The local cost provisions of the said Agreement be changed by deletion of sub-sections (a), (b) and (c) of paragraph 2 of Article IV and that the following paragraph be substituted :

“ 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 TAB 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. ”

4. The following paragraph be added to the existing paragraph 4 of Article VI.

“ 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 these Organizations may conclude relating thereto. ”

I shall appreciate it if you will indicate whether your Government agrees to the foregoing proposals. If so, this letter and your reply will constitute an agreement modifying the Agreement of 2 July 1956 referred to above.

Accept, Sir, the assurance of my highest consideration.

David OWEN
Executive Chairman

His Excellency Mr. Z. A. Bhutto
Minister for Foreign Affairs
Ministry of Foreign Affairs
Karachi, Pakistan

II

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
Economic Affairs Division

No. IV (8) SOC.2/64

Karachi, the 9th January, 1965

Sir,

I am writing on behalf of the Government of Pakistan with reference to your letter No. TAB 04 Pakistan, dated November 16, 1964, addressed to Mr. Z. A. Bhutto, Minister for Foreign Affairs, Government of Pakistan which reads as follows :

[See letter I]

I am pleased to confirm that the proposals contained in your letter are acceptable to the Government of Pakistan.

Yours sincerely,

S. Osman ALI'

Mr. David Owen
Executive Chairman
United Nations Technical Assistance Board
New York
