

No. 9534

**UNITED NATIONS,
(INCLUDING THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT ORGANIZATION),
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,
UNIVERSAL POSTAL UNION
and INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION
and
SPAIN**

**Agreement concerning technical assistance. Signed at Madrid
on 3 May 1969**

Authentic text: Spanish.

Registered ex officio on 3 May 1969.

[TRANSLATION — TRADUCTION]

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, THE UNIVERSAL POSTAL UNION, THE INTER-GOVERNMENTAL MARITIME CONSULTATIVE ORGANIZATION AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE GOVERNMENT OF SPAIN

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, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union, the Inter-Governmental Maritime Consultative Organization and the United Nations Industrial Development Organization, organizations participating in the technical assistance sector of the United Nations Development Programme (hereinafter called "the Organizations"), and the Government of Spain (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.

¹ Came into force on 3 May 1969 by signature, in accordance with article VI(1).

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.

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 technical assistance sector of the United Nations Development Programme 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 and in Resolution 2029 (XX)² of 22 November 1965 of the General Assembly of the United Nations.

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 Organizations 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

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

² United Nations, *Official Records of the General Assembly, Twentieth Session, Supplement No. 14 (A/6014)*, p. 20.

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.

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 Administrator of the United Nations Development Programme 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 1 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 Spain (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 Administrator of the United Nations Development Programme in accordance with the relevant resolutions and decisions of the

Economic and Social Council, the Governing Council of the United Nations Development Programme and the other Governing Bodies concerning the technical assistance sector of the said 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 Administrator of the United Nations Development Programme 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 United Nations Development Programme 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 shall apply, in relation to United Nations Development Programme assisted projects, to the United Nations and its organs, including the United Nations Development Programme, and to the Organizations, to their property, funds and assets and to their officials, the provisions on privileges and immunities enumerated in this Article.

2. The Government shall take any measures which may be necessary to exempt the United Nations Development Programme and the Organizations and their officials and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of projects. It shall, in particular, grant them the following rights and facilities :

- (a) the prompt issuance without cost of necessary visas, licenses or permits ;
- (b) access to the site of work and all necessary rights of way ;
- (c) free movement, whether within or to or from the country, to the extent necessary for proper execution of the project ;
- (d) the most favourable legal rate of exchange ;
- (e) any permits necessary for the importation of equipment, materials, and supplies in connexion with this Agreement and for their subsequent exportation ; and
- (f) any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the United Nations Development Programme or of the Organizations and for the subsequent exportation of such property.

3. The United Nations Development Programme and the Organizations shall possess juridical personality. They shall have the capacity

- a) to contract,
- b) to acquire and dispose of immovable and movable property,
- c) to institute legal proceedings.

4. The United Nations Development Programme and the Organizations, their property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case they have expressly waived their immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

5. The United Nations Development Programme and the Organizations may establish in Spain such premises as they consider necessary for conducting their operations. Premises shall be inviolable. The property and assets of the United Nations Development Programme and of the Organizations, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

6. The archives of the United Nations Development Programme and of the Organizations, and in general all documents belonging to them or held by them, shall be inviolable, wherever located.

7. The United Nations Development Programme and the organizations, without being restricted by financial controls, regulations or moratoria of any kind;

(a) may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) may freely transfer their funds, gold or currency from any country to Spain, or from Spain to any country or within Spain and convert any currency held by them into any other currency.

In exercising these rights, the United Nations Development Programme and the Organizations shall pay due regard to any representations made by the Government insofar as they consider that effect can be given to such representations without detriment to their interests.

8. The United Nations Development Programme and the Organizations, their assets, income and other property shall be :

(a) exempt from all direct taxes; it is understood, however, that they will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by them for their official use. It is understood, however, that articles imported under such exemption will not be sold in Spain except under conditions agreed with the Government;

(c) exempt from duties and prohibitions and restrictions on imports and exports in respect of their publications.

9. While the United Nations Development Programme and the Organizations will not, as general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when they are making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

10. The United Nations Development Programme and the Organizations shall enjoy in Spanish Territory, for its official communications, in accordance with provisions relating to United Nations of international Conventions in the field of telecommunications, treatment not less favourable than that accorded by

the Government of Spain to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications and press rates for information to the press and radio. Official correspondence and other official communications of the United Nations shall be inviolable.

11. The United Nations Development Programme and the Organizations shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

12. The United Nations Development Programme and the Organizations will specify the categories of officials to which the provisions of paragraph 13 shall apply. The names of officials included in these categories shall from time to time be made known to the Government.

13. Officials of the United Nations Development Programme and of the Organizations shall :

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be exempt from taxation in respect of the salaries and emoluments paid to them by the United Nations Development Programme and the Organizations;
- (c) be immune from national service obligations with the exception of locally recruited personnel of Spanish nationality;
- (d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (e) be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions;
- (f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;
- (g) have the right to import free of duty their furniture and effects at the time of first taking up their post in Spain.

14. In addition to the immunities and privileges specified in paragraph 13, the Secretary-General and Under-Secretaries of the United Nations, the Executive Heads of the Specialized Agencies and of any other Executing Agency including any official acting on his behalf during his absence from duty, and other officials of the Specialized Agencies normally entitled to such treatment, shall, while in

Spain in connexion with the United Nations Development Programme, be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

15. Experts (other than officials coming within the scope of paragraph 12) performing missions for the United Nations Development Programme or the Organizations shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connexion with their missions. In particular they shall be accorded :

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the United Nations Development Programme or the Organization concerned;
- (c) inviolability for all papers and documents;
- (d) for the purpose of their communications with the United Nations Development Programme or the Organization concerned, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (f) the same immunities and facilities in respect to their personal baggage as are accorded to diplomatic envoys.

16. Privileges and immunities are granted to officials and experts in the interests of the United Nations Development Programme and the Organizations only and not for the personal benefit of the individuals themselves. The United Nations Development Programme and the Organizations shall have the right and the duty to waive the immunity of any official or expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interest of the United Nations Development Programme or the Organization.

17. The United Nations Development Programme and the Organizations shall co-operate at all times with the appropriate authorities of Spain to facilitate the proper administration of justice, secure the observance of police regulations and

prevent the occurrence of any abuses in connexion with the privileges, immunities and facilities mentioned in this Agreement.

18. The Government recognizes and accepts the United Nations laissez-passer issued to officials of the United Nations Development Programme or the Organizations as valid travel documents.

The Administrator of the United Nations Development Programme, the executive heads of the Organizations and officials of either, of a rank not lower than head of department, travelling on United Nations laissez-passer on any business under this Agreement shall be granted the same facilities for travel as are accorded to officials of comparable rank in diplomatic missions accredited in Spain.

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 programme of technical assistance are covered 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 Madrid this third day of May 1969 in the Spanish language in two copies.

For the Government of Spain :

F. JAVIER ELORZA, Marqués de Nerva
Director-General of Cooperation and International
Economic Relations of the Ministry for 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, the World Meteorological Organization, the International Atomic Energy Agency, the Universal Postal Union, the Inter-Governmental Maritime Consultative Organization and the United Nations Industrial Development Organization :

Raymond P. ETCHATS

Representative in Europe of the United Nations
Development Programme
