

No. 11683

**UNITED NATIONS
and FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS, ON BEHALF
OF THE WORLD FOOD PROGRAMME (WFP),
and
EL SALVADOR**

**Basic Agreement concerning assistance from the World Food
Programme. Signed at San Salvador on 12 July 1971**

Authentic text: Spanish.

Registered ex officio on 1 April 1972.

**ORGANISATION DES NATIONS UNIES
et ORGANISATION DES NATIONS UNIES POUR
L'ALIMENTATION ET L'AGRICULTURE, AU NOM
DU PROGRAMME ALIMENTAIRE MONDIAL (PAM),
et
EL SALVADOR**

**Accord de base relatif à une assistance dudit Programme.
Signé à San Salvador le 12 juillet 1971**

Texte authentique : espagnol.

Enregistré d'office le 1^{er} avril 1972.

[TRANSLATION — TRADUCTION]

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF
EL SALVADOR AND THE UNITED NATIONS/FAO
WORLD FOOD PROGRAMME CONCERNING ASSIST-
ANCE FROM THE WORLD FOOD PROGRAMME

WHEREAS the Government of El Salvador (hereinafter referred to as “the Government”) deems it desirable to be in a position to avail itself of assistance from the United Nations/FAO World Food Programme (hereinafter referred to as “the World Food Programme” or “WFP”), established by United Nations resolutions 1714 (XVI)² of 19 December 1961 and 2095 (XX)³ of 20 December 1965 and FAO resolutions 1/61 of 24 November 1961 and 4/65 of 6 December 1965.

WHEREAS the World Food Programme is agreeable to affording such assistance at the specific request of the Government.

NOW THEREFORE the Government and the World Food Programme have entered into this Agreement embodying the conditions under which such assistance may be given by the World Food Programme and utilized by the Government in accordance with the General Regulations of the World Food Programme :

Article I

ASSISTANCE REQUESTS AND AGREEMENTS

1. The Government may request assistance in the form of food from the World Food Programme for supporting economic and social development projects or for meeting emergency food needs arising from natural disasters or as the result of other emergency conditions.

¹ Came into force on 2 February 1972, the date on which the World Food Programme received from the Government of El Salvador written notice that the National Legislative Assembly had ratified it, in accordance with article VII (1).

² United Nations, *Official Records of the General Assembly, Sixteenth Session, Supplement No. 17* (A/5100), p. 20.

³ *Ibid.*, *Twentieth Session, Supplement No. 14* (A/6014), p. 32.

2. Any request for assistance shall normally be presented by the Government in the form indicated by the World Food Programme, through the Representative of the United Nations Development Programme accredited to the country.

3. The Government shall provide the World Food Programme with all appropriate facilities and relevant information needed for assessing the request.

4. The Government hereby undertakes to permit the entry, free of all duties and taxes, of the food commodities intended for any project executed with the assistance of WFP.

5. Whenever it is decided that the World Food Programme will give assistance in respect of a development programme or project, a Plan of Operations shall be agreed to by the Government and the World Food Programme. In the case of emergency relief operations letters of understanding shall be exchanged in lieu of the conclusion of a formal instrument between the Parties.

6. Each Plan of Operations shall indicate the terms and conditions upon which the programme is to be carried out and shall specify the respective responsibilities of the Government and the World Food Programme in implementing the programme. The provisions of the present Basic Agreement shall govern any Plan of Operations concluded thereunder.

Article II

EXECUTION OF DEVELOPMENT PROJECTS AND EMERGENCY RELIEF OPERATIONS

1. The Government shall provide personnel, premises, supplies, equipment, services and transportation and defray the expenditure necessary for implementation of development projects or emergency operations.

2. The World Food Programme shall deliver commodities as a grant without payment at the port of entry or the frontier station and shall supervise and provide advisory assistance in the execution of any development project or emergency operation.

3. The Government has designated the Community Development and Co-operation Programme (Programa de Fomento y Cooperación Comunal) (FOCCO) to receive directly, to administer itself or through other executive units, and to co-ordinate supplies of food from the World Food Programme.

4. The Government shall provide facilities to the World Food Programme for supervising all stages of implementation of development projects and emergency operations.

5. The Government shall ensure that the commodities supplied by the World Food Programme are handled, transported, stored and distributed with adequate care and efficiency and that the commodities and the proceeds of their sale, when authorized by WFP, are utilized in the manner agreed upon between the Parties. In the event that they are not so utilized, the Programme may require the return to it of the commodities or the sales proceeds, or both, in their respective proportions.

6. The World Food Programme may suspend or withdraw its assistance in the event of failure on the part of the Government to fulfil any of its obligations assumed under the present Agreement or any agreement concluded by virtue thereof.

Article III

1. The Government shall furnish the World Food Programme with such relevant documents, accounts, records, statements, reports and other information as the World Food Programme may request concerning the execution of any development project or emergency operation, or its continued feasibility and soundness, or concerning the fulfilment by the Government of any of its responsibilities under the present Agreement or any agreement concluded by virtue thereof.

2. The Government shall keep the World Food Programme informed regularly of the progress of execution of each development project or emergency operation.

3. The Government shall present to the World Food Programme audited accounts of the use of commodities supplied by the Programme and of the proceeds of their sale in each development project at agreed intervals and at the end of the project.

4. WFP shall undertake, in such manner and at such time as shall be stated in the relevant Plans of Operations, periodic appraisals of projects carried out under this Agreement. The Government shall assist in the said appraisals and to that end shall maintain and furnish to WFP in good time the documentation required for the purpose. Any final appraisal report prepared shall be submitted to the Government for its comments and subsequently to the UN/FAO Intergovernmental Committee, together with any such comments.

Article IV

ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of a project is obtained by the Government from sources other than the World Food Programme the Parties shall consult each other with a view to effective co-ordination of assistance from the Programme and other sources.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall afford to officials and consultants of WFP and to other persons performing services on behalf of WFP such facilities as are afforded to those of the United Nations and specialized agencies.

2. The Government shall apply the provisions of the Convention on the privileges and immunities of the specialized agencies¹ to WFP, its property, funds and assets and to its officials and consultants.

3. The Government shall be responsible for dealing with any claims which may be brought by third parties against the World Food Programme or against its officials or other persons performing services on behalf of the World Food Programme under this Agreement and shall hold WFP and the above-mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the World Food Programme that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article VI

SETTLEMENT OF DISPUTES

Any dispute between the Government and the World Food Programme

¹ 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; vol. 423, p. 284; vol. 559, p. 348, and vol. 645, p. 340.

arising out of or relating to this Agreement or a Plan of Operations which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. The arbitration shall be held in a Central American State, other than the recipient country, agreed upon by the Parties. Each Party shall appoint and brief one arbitrator and advise the other Party of the name of its arbitrator. Should the arbitrators fail to agree upon an award they shall immediately appoint an umpire. In the event that within 30 days of the request for arbitration either Party has not appointed an arbitrator, or that the arbitrators appointed fail to agree on an award and on the appointment of an umpire, either Party may request the President of the International Court of Justice to appoint an arbitrator or an umpire, as the case may be. The expenses of the arbitration shall be borne by the Parties as laid down in the arbitral award. The arbitral award shall be accepted by the Parties as the final adjudication of the dispute.

Article VII

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date on which the World Food Programme receives from the Government written notice that the National Legislative Assembly of El Salvador has ratified it, and shall continue in force unless terminated under section 3 of this article.

2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the UN/FAO Intergovernmental Committee. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this section.

3. This Agreement may be denounced by either Party by written notice to the other and shall terminate 60 days after receipt of such notice. However, Plans of Operations entered into by virtue of this Agreement which are in force at the time when notice is given shall continue until they have been completely fulfilled or terminated.

4. The obligations assumed by the Government under article V hereof shall survive the termination of this Agreement under the foregoing

paragraph 3, to the extent necessary to permit orderly withdrawal of the property, funds and assets of the World Food Programme and the officials and other persons performing services on behalf of the Programme by virtue of this Agreement.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of the Government of El Salvador and of the World Food Programme respectively have on behalf of the Parties signed the present Agreement, in five copies, at San Salvador, on 12 July 1971.

For the Government
of El Salvador:

[Signed]

Name:

SALVADOR JÁUREGUI

Title:

Executive Secretary,
National Council for Planning
and Economic Co-ordination

For the World Food Programme:

[Signed]

Name:

FRANCISCO AQUINO

Title:

Executive Director,
World Food Programme