

No. 2142

**UNITED NATIONS
and
YEMEN**

**Basic Agreement concerning technical assistance. Signed
at New York, on 7 April 1953**

D: indefinite

Official texts: French and Arabic.

Registered ex officio on 7 April 1953.

**ORGANISATION DES NATIONS UNIES
et
YÉMEN**

**Accord de base relatif à l'assistance technique. Signé à
New-York, le 7 avril 1953**

Textes officiels français et arabe.

Enregistré d'office le 7 avril 1953.

[TRANSLATION — TRADUCTION]

No. 2142. BASIC AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE MUTAWAKELITE KINGDOM OF YEMEN CONCERNING TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 7 APRIL 1953

The United Nations (hereinafter referred to as “ the Organization ”) and the Government of the Mutawakelite Kingdom of Yemen (hereinafter referred to as “ the Government ”), desiring to give effect to the Organization’s resolutions and decisions on technical assistance, and to encourage the economic development and social progress of peoples, have concluded the present Basic Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organization shall render technical assistance to the Government in the fields and in the manner to be described in such supplementary agreements and arrangements as may be concluded later in the application of the present Basic Agreement.
2. Such technical assistance shall be furnished and received in accordance with the observations and guiding principles set out in Economic and Social Council resolution 222 (IX), part A, annex I,² adopted on 15 August 1949 and in accordance with the relevant resolutions and decisions, if any, of the assemblies, conferences and other organs of the Organization.
3. Under the heading of technical assistance, the Organization shall :
 - (a) Provide Yemen (hereinafter referred to as “ the country ”) with the services of experts to advise and assist the competent authorities;
 - (b) Organize and direct seminars, vocational training programmes, demonstrations, working parties of experts and related activities at places to be mutually agreed upon;
 - (c) Grant scholarships and fellowships, or take other steps to enable candidates selected by the Government and accepted by the Organization to study or to receive vocational training outside the country;

¹ Came into force on 7 April 1953 as from the date of signature, in accordance with article VI.

² United Nations, *Treaty Series*, Vol. 76, p. 132.

- (d) Plan and carry out pilot projects at places to be mutually agreed upon;
- (e) Furnish any other form of technical assistance agreed upon by the Organization and the Government.

4. (a) The experts selected to advise and assist the Government shall be chosen by the Organization jointly with the Government. They shall be responsible to the Organization.

(b) In the performance of their duties the experts shall act in close co-operation with the Government and with the persons or bodies to which the Government shall have granted authority for that purpose, and shall comply with the directives of Government set forth in the supplementary agreements or arrangements.

(c) The experts shall, in the course of their advisory work, instruct such of the Government's technical staff as may be associated with them on the methods, techniques and practices of their work and in the principles on which these are based, and the Government shall, wherever practicable, attach technical staff to the experts for this purpose.

5. Any technical or other equipment and supplies which may be furnished by the Organization shall remain the property of the Organization unless and until such time as title thereto may be transferred on conditions agreed upon with the Government.

6. The period during which technical assistance shall be furnished shall be stipulated in the relevant supplementary agreements or arrangements.

Article II

CO-OPERATION OF THE GOVERNMENT WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

1. The Government shall make every effort to ensure the effective use of the technical assistance furnished.
2. The Government and the Organization shall consult one another on the question of the publication, under the necessary conditions, of any expert reports or findings which may be of value to the Organization and to other countries.
3. In any event the Government shall, as far as possible, supply the Organization with information on the steps taken following the receipt of technical assistance and the results obtained.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray in full or in part, as may be specified in supplementary agreements and arrangements, the following costs entailed by the technical assistance which are payable outside the country :

- (a) The salaries of the experts;
- (b) Subsistence and travel expenses of the experts to and from the point of entry into the country;
- (c) Any other necessary travel outside the country;
- (d) Insurance of the experts;
- (e) Purchase and transport to and from the country of any equipment provided by the Organization;
- (f) Any other expenses incurred outside the country in agreement with the Organization.

2. The Organization shall assume responsibility for all expenditure in local currency which is not payable by the Government in pursuance of article IV, paragraph 1, of the present 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 providing the following facilities and services :

- (a) Local technical and administrative staff, including secretaries, translator/interpreters and any other locally recruited assistants of the same type who may prove necessary;
- (b) Offices and other necessary buildings;
- (c) Supplies and materials produced in the country;
- (d) Transport within the country of personnel, supplies and material for official purposes;
- (e) Use of the postal and telecommunications services for official correspondence;
- (f) Medical care for technical assistance personnel;
- (g) Living expenses of the experts, in accordance with the provisions of any supplementary agreements or arrangements.

2. For the purpose of meeting such expenses as are payable by it, the Government shall establish a local currency fund or funds, in such amounts and under such procedures as may be specified in the supplementary agreements or arrangements. When the Organization administers such a fund, the accounts shall be duly rendered to the Government, to which all unused balances shall be returned.

3. The Government shall be responsible for the expenses payable outside the country for which the Organization is not responsible under the provisions of any supplementary agreements or arrangements.

4. The Government shall make available to the experts, when necessary, the labour, material, supplies and all services or goods required for the accomplishment of their task, in accordance with the provisions mutually agreed upon in any supplementary agreements or arrangements.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

In addition to any obligations which it may have assumed previously in this connexion, the Government agrees to extend the provisions of the Convention on the Privileges and Immunities of the United Nations¹ to the Organization, its property, funds, assets and personnel, including technical assistance experts.

Article VI

1. The present Basic Agreement shall enter into force upon its signature by the duly authorized representatives of the Organization and the Government or, if it is not signed on the same day by the two parties, on the date the second signature is affixed.

2. The present Basic Agreement and any supplementary agreements or arrangements concluded pursuant to its provisions, may be amended by mutual consent of the Organization and the Government, each of which shall give full and sympathetic consideration to any request for such modification made by the other party.

3. This Basic Agreement may be terminated by either party on written notice to the other and shall terminate sixty days after receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute termination of

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

any supplementary agreement or arrangement concluded pursuant to this Agreement.

IN WITNESS WHEREOF the undersigned, as duly authorized representatives of the Organization and the Government respectively, have on behalf of the parties signed this Basic Agreement at New York on 7 April 1953, in two copies, in French and Arabic, the text of both languages being equally authentic.

For the United Nations :

(Signed) H. L. KEENLEYSIDE

Director-General

Technical Assistance Administration (Signed) SAIF AL ISLAM ABDULLAH

For the Government

of the Mutawakelite Kingdom

of Yemen :