

No. 5159

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**UNITED NATIONS,  
INTERNATIONAL TELECOMMUNICATION  
UNION,  
WORLD METEOROLOGICAL 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 and  
INTERNATIONAL ATOMIC ENERGY AGENCY  
and  
THAILAND**

**Revised Standard Agreement concerning technical assistance. Signed at New York, on 4 June 1960**

*Official text: English.*

*Registered ex officio on 6 June 1960.*

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No. 5159. REVISED STANDARD AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANISATION, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANISATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION, THE INTERNATIONAL CIVIL AVIATION ORGANISATION, THE WORLD HEALTH ORGANISATION AND THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THAILAND CONCERNING TECHNICAL ASSISTANCE. SIGNED AT NEW YORK, ON 4 JUNE 1960

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The United Nations, the International Telecommunication Union, the World Meteorological Organisation, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation, the World Health Organisation and the International Atomic Energy Agency (hereinafter called "the Organisations"), members of the Technical Assistance Board, and the Government of Thailand (hereinafter called "the Government");

Desiring to give effect to the resolutions and decisions relating to technical assistance of the Organisations, which are intended to promote the economic and social progress and development of peoples;

Have entered into this Agreement in a spirit of friendly cooperation.

#### *Article I*

#### FURNISHING OF TECHNICAL ASSISTANCE

1. The Organisation(s) shall render technical assistance to the Government subject to the availability of the necessary funds. The Organisations, acting jointly or separately, and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the

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<sup>1</sup> Came into force on 4 June 1960, upon signature, in accordance with article VI.

Organisation(s) 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 Organisation(s) 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<sup>1</sup> 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) organising and conducting seminars, training programmes, demonstration projects, experts 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 Organisation(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 Organisation(s) and the Government;

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

<sup>1</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

5. Any technical equipment or supplies which may be furnished by the Organisation(s) shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organisation(s) concerned and the Government.

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

### *Article II*

#### COOPERATION 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 Organisation(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 Organisation(s) themselves.

3. In any case, the Government will, as far as practicable, make available to the Organisation(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 ORGANISATION(S)

1. The Organisation(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 Thailand (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 Organisation(s);
- (f) Any other expenses outside the country approved by the Organisation(s) concerned.

2. The Organisation(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) 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 Organisation(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 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 Organisation(s) 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 Organisation(s) concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services are made available under a technical assistance programme financed from the regular budget of one of the Organisations.

3. In appropriate cases the Government shall put at the disposal of the Organisation(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 Organisation(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 Organisation(s), their property, funds and assets, and to their officials, including technical assistance experts in respect of the United Nations, the

provisions of the Convention on the Privileges and Immunities of the United Nations;<sup>1</sup> in respect of the Specialized Agencies, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies;<sup>2</sup> and in respect of the International Atomic Energy Agency, the Agreement on the Privileges and Immunities of the Agency.

2. The Government shall take all practicable measures to facilitate the activities of the Organisation(s) under this Agreement and to assist experts and other officials of the Organisation(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 Organisation(s), their experts and other officials shall have the benefit of the open market rate.

## Article VI

### GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.

2. This Agreement may be modified by agreement between the Organisation(s) concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organisation(s) concerned and by the Government in keeping with the relevant resolutions and decisions of the assemblies, conferences, councils and other organs of the Organisation(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 Organisation(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 Agreements concerning Technical Assistance<sup>3</sup> previously concluded as well as the provisions referring to any other matter covered by this Agreement contained in any other Agreement concerning Technical Assistance concluded between the Organisations severally or collectively and the Government.

<sup>1</sup> See footnote 1, p. 106 of this volume.

<sup>2</sup> See footnote 2, p. 106 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 90, p. 45, and p. 383 of this volume.

IN WITNESS WHEREOF the undersigned duly appointed representatives of the Organisation(s) and of the Government respectively, have, on behalf of the Parties, signed the present Agreement at New York this 4th day of June 1960 in the English language in two copies.

For the Government  
of Thailand :

(*Signed*) Thanat KHOMAN  
The Minister of Foreign Affairs

For the United Nations, the International Telecommunication Union, the World Meteorological Organisation, the International Labour Organisation, the Food and Agriculture Organisation of the United Nations, the United Nations Educational, Scientific and Cultural Organisation, the International Civil Aviation Organisation, the World Health Organisation and the International Atomic Energy Agency :

(*Signed*) David OWEN  
Executive Chairman  
of the Technical Assistance Board