

No. 5857

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**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  
URUGUAY**

**Standard Agreement on technical assistance (with Additional Explanatory Protocol). Signed at Montevideo, on 13 December 1955**

*Official text: Spanish.*

*Registered ex officio on 18 September 1961.*

[TRANSLATION — TRADUCTION]

No. 5857. STANDARD AGREEMENT ON TECHNICAL ASSISTANCE<sup>1</sup> BETWEEN 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, AND THE WORLD METEOROLOGICAL ORGANIZATION AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY. SIGNED AT MONTEVIDEO, ON 13 DECEMBER 1955

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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 and the World Meteorological Organization (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Government of the Oriental Republic of Uruguay (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 cooperation.

### *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 cooperate 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.

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<sup>1</sup> In accordance with article VI (1), the Agreement came into force on 18 September 1961, the date of communication of the ratification by the Government of the Republic of Uruguay to the Technical Assistance Board of the United Nations, in accordance with the provisions of the constitutional law of Uruguay.

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 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) 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 Government and the Organizations,

4. (a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organizations after 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 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 Government and the Organizations concerned.

(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 Government and the Organizations concerned.

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

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 the Republic of Uruguay. In recognition thereof, and as a consequence, the State, the Departmental Governments, the Autonomous Bodies and in general every organ of the State which has requested and received technical assistance, in accordance with the stipulations of this Agreement, shall assume all responsibility and shall indemnify the organizations, their experts, agents or officials, against any third-party claims or obligations resulting from any act undertaken in virtue of this Agreement.

### *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 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 possible, 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 the Oriental Republic of Uruguay (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 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 subsistence allowance of experts shall be paid by the Organizations but the Government shall contribute towards this payment a lump sum in local currency, amounting to 50 per cent of the daily subsistence rate established for the country by the Technical Assistance Board, multiplied by the number of experts 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 per cent 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 previously.

(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 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 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. Until such time as the Government of the Oriental Republic of Uruguay ratifies the Convention on the Privileges and Immunities of the United Nations,<sup>1</sup> and the Convention on the Privileges and Immunities of the Specialized Agencies,<sup>2</sup> the Government will extend to the Organizations, their experts and their technical assistance officials referred to in this Agreement, the privileges and immunities provided for in these Conventions.

<sup>1</sup> 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; Vol. 70, p. 266; Vol. 173, p. 369; Vol. 177, p. 324; Vol. 180, p. 296; Vol. 202, p. 320; Vol. 214, p. 348; Vol. 230, p. 427; Vol. 231, p. 347; Vol. 247, p. 384; Vol. 248, p. 358; Vol. 252, p. 308; Vol. 254, p. 404; Vol. 261, p. 373; Vol. 266, p. 363; Vol. 270, p. 372; Vol. 271, p. 382; Vol. 280, p. 346; Vol. 284, p. 361; Vol. 286, p. 329; Vol. 308, p. 300; Vol. 316, p. 268; Vol. 340, p. 323; Vol. 376, p. 402; Vol. 381, p. 348; Vol. 399 and Vol. 405.

<sup>2</sup> See footnote 1, p. 232 of this volume.

2. The Organizations and technical assistance officials referred to in this Agreement shall have the benefit of the most favourable legal rate of conversion of currency in effect in the Oriental Republic of Uruguay at the time of conversion, provided that the latter is required for the fulfilment of functions referred to in this Agreement, including the conversion of any proportion of the experts' salaries.

#### *Article VI*

1. The present Agreement shall enter into force on the date of communication of the Ratification by the Government of the Oriental Republic of Uruguay to the Technical Assistance Board of the United Nations in accordance with the provisions of the Constitutional Law of Uruguay.

2. This Agreement may be modified by another between the Organizations concerned and the Government in accordance with its Constitutional Law. Any relevant matter for which no provision is made in this agreement shall be settled by the Government and by the Organizations concerned in keeping with 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.

3. 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.

4. This Agreement shall supersede and replace the Basic Agreements concerning Technical Assistance concluded with the International Labour Organization<sup>1</sup> and with the United Nations Educational, Scientific and Cultural Organization, which have been approved by the General Assembly and the Basic Agreement on Technical Assistance signed with the Food and Agriculture Organization of the United Nations on 14 December 1953, which is at present under consideration by the Legislative Power, 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 Government and the Organizations severally or collectively.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and of the Government of the Oriental Republic of Uruguay respectively, have, on behalf of the Parties, signed the Present Agreement, the Representative of the Government of Uruguay doing so "ad referendum" of

<sup>1</sup> United Nations, *Treaty Series*, Vol. 187, p. 25.

its legislative approval, at Montevideo this 13th day of December, 1955, in the Spanish language in two copies.

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 and the World Meteorological Organization :

Miguel ALBORNOZ

Representative of the United Nations Technical Assistance Board

For the Government of the Oriental Republic of Uruguay :  
Santiago I. ROMPANI  
Minister for Foreign Affairs



## ADDITIONAL EXPLANATORY PROTOCOL

“ With reference to article I, paragraph 6, of the Basic Agreement<sup>1</sup> it is understood that the expression “ third party claims or obligations resulting from any act undertaken in virtue of this Agreement ” 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. ”

Montevideo this 13th day of December 1955

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 and the World Meteorological Organization :

Miguel ALBORNOZ

Representative of the United Nations Technical Assistance Board

For the Government of the Oriental Republic of Uruguay :  
Santiago I. ROMPANI  
Minister for Foreign Affairs

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<sup>1</sup> See p. 20 of this volume.