



Treaty Series No. 46 (1956)

Basic Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland and the
United Nations Educational, Scientific and Cultural Organisation
regarding aid
to United Kingdom dependent territories

Paris, August 9, 1956

*Presented by the Secretary of State for Foreign Affairs to Parliament
by Command of Her Majesty
October 1956*

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Cmd. 9873

BASIC AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION REGARDING AID TO UNITED KINGDOM DEPENDENT TERRITORIES

Paris, August 9, 1956

Basic Agreement on Aid to Member States between the United Nations Educational, Scientific and Cultural Organisation (hereinafter called "UNESCO"), the Headquarters of which are situated in Paris, and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Government of the United Kingdom").

For the provision of aid to the Trust, non-self-governing and other territories for whose international relations that Government is responsible,

Whereas the Director-General of UNESCO has been authorised, in accordance with the resolutions of the General Conference, to render aid on request to Member States,

And whereas the Government of the United Kingdom has requested the Director-General to render such aid in a form to be hereafter agreed by the parties hereto.

Now it is hereby agreed as follows:—

ARTICLE I

The aid programme of UNESCO is a co-operative programme and is aimed at assisting the national plans and programmes of Member States. The Government of the United Kingdom undertakes that the Government of a territory for which aid shall have been requested by the Government of the United Kingdom, being a territory for whose international relations the Government of the United Kingdom is responsible (hereinafter referred to as "the Government of the Territory"), shall assume financial and administrative responsibility for implementing the plans and programmes to which aid is rendered, and that the Government of the Territory will accord to UNESCO and its experts full co-operation in the work jointly undertaken and will associate its own technical staff with the work and assist the UNESCO experts in obtaining such services and facilities as may be required for the performance of their duties.

ARTICLE II

1. UNESCO shall, subject to the availability of funds and to the terms of the resolutions of its General Conference and subject to the provisions of the present Agreement (hereinafter referred to as "the Basic Agreement"), render such aid to the Government of the Territory in one or more of the following forms:—

- (i) experts;
- (ii) equipment and documentation;
- (iii) fellowships;
- (iv) aid to national or regional seminars;

as shall be specified in any supplementary Agreement concluded between UNESCO and the Government of the Territory. Any such supplementary Agreement may be concluded in the form of an exchange of letters or otherwise.

2. UNESCO shall, in respect of any supplementary Agreement to which it is a party, consult the Government of the Territory in connection with the appointment of any experts under that supplementary Agreement.

3. Such experts shall be responsible to, and under the supervision and direction of UNESCO, except that, in so far as an expert is required to perform executive functions or to give instructions, he shall also be under the supervision and direction of the appropriate department of the Government of the Territory.

ARTICLE III

UNESCO shall, in respect of the aid provided under any supplementary Agreement, defray those expenses which are incurred outside the Territory concerned, or such proportions thereof as may be specified in such supplementary Agreement regarding—

- (a) the salaries of the experts;
- (b) subsistence and travel of the experts to and from the place of recruitment and the place of entry into the Territory;
- (c) any other necessary travel expenses of the experts outside the Territory;
- (d) insurance of the experts;
- (e) purchase and transportation to the Territory of any equipment or supplies which may be provided by UNESCO for the implementation of any aid;
- (f) any other expenses incurred outside the Territory and necessary for the provision of aid;
- (g) stipends, book allowances, travel costs, tuition fees and medical insurance of fellows.

ARTICLE IV

The Government of the Territory which receives aid under a supplementary Agreement shall assume responsibility for the following:—

- (i) The provision of secretarial, translation, interpretation, official postal and other office services for the experts, and the payment of their telecommunication expenses, and their medical expenses and the provision of or payment for their transportation while on official travel within its territory.
- (ii) In the case of experts engaged for periods of less than one year, the Government of the Territory shall pay monthly in advance, in local currency, to the experts concerned, a per diem allowance equivalent to the full rate adopted by the United Nations Technical Assistance Board for the territory.
- (iii) In the case of experts engaged for one year or more, the Government of the Territory shall pay to the experts concerned, in local currency, a per diem allowance equivalent to not more than 60 per cent. of the above rate. The amount and method of payment shall be agreed between UNESCO and the Government of the Territory in each case.

- (iv) In the case of the award of a fellowship, the Government of the Territory shall pay the costs of passports and visas, of medical examination and the salary of the fellow while he is abroad, and shall guarantee his employment, after his return, on the project for which he is to be trained.
- (v) In the case of the furnishing of equipment, the Government of the Territory shall insure the equipment and be responsible for its maintenance.

ARTICLE V

The Government of the Territory which receives aid under any supplementary Agreement shall, in its Territory, apply to UNESCO, its funds, property and assets, and to its staff, the appropriate provisions of the Convention on the Privileges and Immunities of the Specialised Agencies of the United Nations.

Staff of UNESCO, including experts engaged by it as members of its staff, assigned to carry out the purposes of any supplementary Agreement shall be "officials" within the meaning of the above Convention.

ARTICLE VI

All equipment and supplies furnished by UNESCO shall remain its property unless and until title thereto is explicitly transferred to the Government of the Territory receiving such supplies and equipment.

ARTICLE VII

1. The Basic Agreement shall enter into force upon signature.
2. The Basic Agreement may be modified by agreement between UNESCO and the Government of the United Kingdom. Any supplementary Agreement may be modified by agreement between UNESCO and the Government of the Territory concerned acting in accordance with the provisions of paragraph 1 of Article II of the Basic Agreement. In each case the parties will give full and sympathetic consideration to any request made by the other for such modification.
3. The Basic Agreement may be terminated by either party upon written notice to the other, and shall terminate sixty days after receipt of such notice. Termination of the Basic Agreement shall be deemed to constitute termination of any supplementary Agreements made thereunder.

In witness whereof the undersigned duly authorised representatives have signed the present Agreement.

Done in duplicate at Paris, this 9th day of August, 1956.

For UNESCO:

LUTHER V. EVANS.

For the Government of the
United Kingdom:

D. P. REILLY.

Printed and published in Great Britain by
HER MAJESTY'S STATIONERY OFFICE