

No. 1881

**UNITED NATIONS
and
ALLIED MILITARY GOVERNMENT
OF THE BRITISH/UNITED STATES ZONE,
FREE TERRITORY OF TRIESTE**

**Basic Agreement concerning technical assistance. Signed
at Trieste, on 30 September and 10 October 1952**

Official text: English.

Registered ex officio on 10 October 1952.

**ORGANISATION DES NATIONS UNIES
et
GOUVERNEMENT MILITAIRE ALLIÉ
DE LA ZONE ANGLO-AMÉRICAINNE,
TERRITOIRE LIBRE DE TRIESTE**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Trieste, les 30 septembre et 10 oc-
tobre 1952**

Texte officiel anglais.

Enregistré d'office le 10 octobre 1952.

No. 1881. BASIC AGREEMENT¹ CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS AND THE ALLIED MILITARY GOVERNMENT OF THE BRITISH/UNITED STATES ZONE, FREE TERRITORY OF TRIESTE. SIGNED AT TRIESTE, ON 30 SEPTEMBER AND 10 OCTOBER 1952

The United Nations (hereinafter called "the Organization") and the Allied Military Government of the British/United States Zone, Free Territory of Trieste (hereinafter called "the Allied Military Government"), desiring to give effect to the resolutions and decisions relating to technical assistance of the Organization, which are intended to promote the economic and social progress and development of peoples, have entered into this Basic Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organization shall render technical assistance to the British/United States Zone, Free Territory of Trieste (hereinafter called "Br./US Zone") on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements pursuant to this Basic Agreement.
2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949² and, as appropriate, in accordance with the relevant other resolutions and decisions of the assemblies, conferences and other organs of the Organization.
3. (a) Experts who are to render advice and assistance to the Allied Military Government shall be selected by the Organization in consultation with the Allied Military Government. They shall be responsible to the Organization.
(b) In the performance of their duties the experts shall act in close consultation with the Allied Military Government and with those persons or bodies so authorized by the Allied Military Government and shall comply with such

¹ Came into force on 10 October 1952, the date of the second signature, in accordance with article VI (1).

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

instructions from the Allied Military Government as may be foreseen in the supplementary agreements or arrangements.

(c) The experts shall in the course of their advisory work make every effort to instruct any technical staff as the Allied Military Government may associate with them, in their professional methods, techniques and practices, and in the principles on which they are based, and the Allied Military Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

4. Any technical equipment or supplies which may be furnished by the Organization shall remain their property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organization and the Allied Military Government.

5. The duration of the technical assistance to be furnished shall be specified in the relative supplementary agreements or arrangements.

Article II

CO-OPERATION OF THE ALLIED MILITARY GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

1. The Allied Military Government shall do everything in its power to ensure the effective use of the technical assistance provided.
2. The Allied Military Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit outside the Br./US Zone and to the Organization itself.
3. In any case, the Allied Military Government will, as far as practicable, make available to the Organization, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

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 or arrangements, the costs necessary to the technical assistance which are payable outside the Br./US Zone 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 Br./US Zone;

- (c) the cost of any other travel outside Br./US Zone;
 - (d) insurance of the experts;
 - (e) purchase and transport to and from the point of entry into the Br./US Zone of any equipment or supplies provided by the Organization;
 - (f) any other expenses outside the Br./US Zone approved by the Organization.
2. The Organization shall defray such expenses in local currency as are not covered by the Allied Military Government pursuant to Article IV, paragraph 1 of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ALLIED MILITARY GOVERNMENT

1. The Allied Military 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 available within the Br./US Zone;
 - (d) transportation of personnel, supplies and equipment for official purposes within the Br./US Zone;
 - (e) postage and telecommunications for official purposes;
 - (f) medical care for technical assistance personnel;
 - (g) such subsistence for experts as may be specified in supplementary agreements or arrangements.
2. For the purpose of meeting the expenses payable by it, the Allied Military Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where the Organization has the custody of such a fund account shall be duly rendered and any unused balance shall be returned to the Allied Military Government.
3. The Allied Military Government shall defray such portion of the expenses to be paid outside the Br./US Zone as is not covered by the Organization, as may be specified under supplementary agreements or arrangements.

4. In appropriate cases the Allied Military Government shall put at the disposal of the experts such labour, equipment, supplies, and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Allied Military Government shall apply to the Organization, its staff, funds, properties and assets, the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations.¹

2. Staff of the Organization, including experts engaged by it as members of its staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention.

Article VI

1. This Basic Agreement shall enter into force upon signature by a duly authorized representative of the Organization and by the Commander, British/United States Zone, Free Territory of Trieste (hereinafter called "the Commander") or, if it is not signed by both Parties on the same day, on the day on which the second signature is affixed.

2. This Basic Agreement and any supplementary agreement or arrangement made pursuant hereto, may be modified by agreement between the Organization and the Allied Military Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

3. (a) This Basic Agreement shall terminate 60 days after receipt by the Organization or the Allied Military Government, respectively, of written notice by the other Party terminating this Basic Agreement, or as of the day on which the jurisdiction of the Commander shall cease, whichever is the earlier date; with the proviso that, by mutual agreement between the Organization and the Agency which will be responsible for the international relations of the territory at present under the jurisdiction of the Commander, this Basic Agreement shall remain in force beyond the day on which the jurisdiction of the Commander shall cease.

(b) Termination of this Basic Agreement shall be deemed to constitute termination of the supplementary agreements or arrangements made pursuant to it.

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.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed this Basic Agreement, the representative of the United Nations at Trieste this 10th (Tenth) day of October 1952, and the Commander at Trieste this 30th (Thirtieth) day of September 1952, in duplicate in the English language, both texts being authentic.

For the United Nations :

(Signed) G. MENZIES
Senior Representative Technical
Assistance Administration

For the Allied Military Government
of the British/United States Zone
Free Territory of Trieste :

(Signed) WINTERTON
Commander, British/United States
Zone, Free Territory of Trieste