

SUPPLEMENTARY AGREEMENT NO. 14 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE UNITED NATIONS TECHNICAL ASSISTANCE BOARD

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Note: The Agreement entered into force, June 19, 1953.

Reference: This Agreement is also published in II DFA TS No. 3, p. 74,

The International Civil Aviation Organization (hereinafter referred to as "the Organization") and the Government of the Republic of the Philippines (hereinafter referred to as "the Government") acting pursuant to the Basic Agreement for Technical Assistance signed on 5 April 1951 between the above mentioned organizations represented on the Technical Assistance Board and the Government have agreed as follows:

ARTICLE I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Organization shall provide, as soon hereafter as practicable and subject to the provisions of the Basic Agreement, the services of two experts as follows:

- (a) One expert in airline statistics and traffic analysis for a period of one year to train members of the Civil Aeronautics Administration in the statistical requirements of civil aviation.
- (b) One expert in Air Traffic Services for a period of one year to act as consultant for the Civil Aeronautics Administration on matters affecting his field, to supervise the establishment of a training school and to direct the training of air traffic controllers.

2. In the performance of their duties these experts shall work in close consultation and full cooperation with the competent agencies and officials of the Government and with any associated authorities charged with development projects in the country. They will keep the Organization informed of development plans, proposals and demands, as well as the progress of any projects undertaken and technical assistance activities pursued in the country.

ARTICLE II

In accordance with the provisions of the Basic Agreement the Government designates the Civil Aeronautics Administration as the central coordinating agency with which the Organization shall deal in connection with the technical assistance referred to in this Supplementary Agreement.

ARTICLE III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE "PARTIES

1. The Government shall, under the provisions of Article III (b) of the Basic Agreement, undertake the following:
 - (a) The provision for each expert of the sum of 336 pesos per month to cover the cost of lodging.
 - (b) The provision of:
 - (i) Medical care and hospitalization of the experts and any immediate dependents who may accompany them.
 - (ii) Appropriate office with facilities, supplies, equipment and other materials needed by the experts for their work as well as postal, telegraph and telephone communications.
 - (iii) Such technical and secretarial help as the experts may need.
 - (iv) Transportation in respect of any official travel which may be undertaken by the experts within the country in the rendering of the technical assistance requested by the Government.
 - (v) For days of official travel away from the normal duty station, a travel allowance of 28 pesos per day for each expert, which travel allowance is to be reduced by 40 per cent, that is 11.20 pesos, for each day for which lodging is provided in kind at the place or places visited, and to be reduced by 40 per cent, that is 11.20 pesos, for each day for which board is provided in kind at such place or places. For such days of official travel during which an expert is not in a position to give up his living quarters at his normal duty station, he shall, in addition, receive the lodging allowance mentioned in (a) above.
2. It is understood that the provisions of paragraph 1 (a) and (b) (v) above are based on decisions of the Technical Assistance Board. Should the Board, while either of the experts is on a mission in the country, change these decisions, the Government shall, upon receiving due notification from the Organization, apply those provisions with the corresponding changes.
3. The Government shall, in accordance with Article III (c) of the Basic Agreement, establish and maintain a local currency fund for the defraying of local currency expenses under the requirements of this Supplementary Agreement. The amount of 5,000 pesos shall be deposited initially for operation by the Resident Technical Assistance Representative and replenished at quarterly intervals to a maximum amount of 20,000 pesos.

ARTICLE IV

Any act (the word "act" for the purpose of this Article is also deemed to include the word "omission") performed by the personnel in pursuance of the terms of the Agreement is for the exclusive benefit of the Government and in recognition of all such acts being performed for the exclusive benefit of the Government, the Government hereby undertakes to bear all risks connected with the performance of any such acts. Without restricting the generality of the preceding sentence the Government hereby indemnifies and holds harmless the Organization and its agents and employees in respect of any and all claims for damages, for death or personal injury or for damages to property, both real and personal or for damages for any other reason whatsoever which any entity at any time may have or bring against the Organization or its agents or employees in pursuance of the terms of this Agreement.

ARTICLE V

1. This Supplementary Agreement shall come into force upon signature.
2. This Supplementary Agreement may be modified by agreement between the Organization and the Government in accordance with Article VI (b) of the Basic Agreement.

3. This Supplementary 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 this Supplementary Agreement shall not be deemed to affect the Basic Agreement.

IN WITNESS "WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively have, on behalf of the Parties, signed this Supplementary Agreement No. 14 this 19th day of June, 1953 in the English language in four copies.

For the Government of Republic of the Philippines

(Sgd.) CORNELIO BALMACEDA

Secretary of Commerce & Industry

For the International Civil Aviation Organization

(Sgd.) H. G. KEITH

Acting Resident Technical Assistance Representative

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