AGREEMENT BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS AND THE GOVERNMENT OF THE PHILIPPINES FOR THE PROVISION OF THE TECHNICAL ASSISTANCE TO THE GOVERNME...

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Note: The Agreement entered Into force, September 7, 1960.

Reference: This Agreement is also published In HI DFA TS No. 3, p. 92.

The Food and Agriculture Organization of the United Nations (hereinafter called "the Organization"), subject to funds being available to the Organization desire to give effect to Resolution 304 (iv) of an Expanded Program of Technical Assistance for Economic Development, adopted by the General Assembly of the United Nations on 16 November 1949, through the establishment and operation of a Seminar on Analysis Evaluation and Uses of Agricultural Census Results (hereinafter called "the Seminar") at Manila (Philippines), for the benefit of the Governments in Asia and the Far East and those having territories in the Region (hereinafter called "the participating countries").

Therefore, the Organization and the Government, declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation and that the detailed application of such responsibilities shall be arranged on a basis of mutual understanding, have entered into this Agreement through their undersigned authorized representative.

ARTICLE I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Seminar shall be conducted by the Organization, in collaboration with and assisted by the Government, for a period of approximately three (3)weeks to commence on or about 1 December I960.

2. The Seminar shall be held at Manila, the Philippines, and shall provide a course of group discussion for approximately forty (40) participants (hereinafter called "the Participants"). The official languages of the Seminar shall be English and French.

3. The Government shall:

(a) Nominate a Liaison Officer for the purpose of making all necessary local preparations for the efficient conduct of the Seminar.

(b) Provide the following staff (hereinafter called "the Staff"):

(i) Such lecturers or discussion leaders for the Seminar in addition to those to be provided by the Organization and referred to under paragraph 4 (a) (ii) below, as shall be mutually agreed between the Organization and the Government.

(ii) Such local secretaries and related assistance and services for the Seminar as the Organization, in consultation with the Government, may determine to be necessary for the efficient conduct of the Seminar.

4. The Organization shall:

(a) Provide the following personnel (hereinafter called "The Personnel"):

(i) One (1) Secretary of the Seminar (hereinafter called the Secretary") who jointly with the Liaison Officer shall be responsible for the operation and administration of the Seminar.

(ii) Such lecturers or discussion leaders in addition to those to be provided by the Government, and referred to under paragraph 3 (b) (i) above, as the Organization shall deem necessary for the efficient conduct of the Seminar. Each of these lecturers shall be an internationally recognized authority in the field of agricultural census.

(iii) Four (4) English-French and French-English Interpreters.

(iv) Two English-French typists.

(v) Two French-English Translators.

(b) Issue invitations to the Governments of the Participating Countries up to three (3) Participants each to the Seminar, except that the Government may send up to eight (8) participants. The participants shall be persons nominated by the Governments of the participating countries and approved by the Organization.

(c) At the conclusion of the Seminar arrange for the publication a report on the Seminar's activities and conclusions.

5. The details of the Seminar program shall be determined Jointly by the Government and the Organization.

ARTICLE II

LIAISON

The Government designates Mr. Bernardino G. Bantegui, Director of the Office of Statistical Coordination and Standards of the National Economic Council, as the Liaison Officer with whom the Organization shall deal in connection with the technical assistance rendered under this Agreement.

ARTICLE III

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The obligations of the Organization shall be as follows:

(a) The Organization shall pay the salary, insurance and cost of travel (including subsistence) of each of its Personnel to and from the Seminar and shall continue to pay during the period of their assignment at the Seminar the salary or honorarium, cost of insurance when applicable and a subsistence allowance in local currency as appropriate under the rules of the Technical Assistance Board and the Organization.

(b) The Organization shall authorize and pay the cost of any other official travel by the Personnel outside the Philippines when such travel is necessary for the conduct of the Seminar.

(c) The Organization shall provide subsistence for the Participants (in cash or partly in cash and partly in kind) from the day of their arrival at, to the day of their departure from the Seminar, subject to determination by the Organization of the duration of the official stay of the Participants at the Seminar, at rates nor exceeding those fixed by the Technical Assistance Board for fellowship holders in the Philippines during the period in which the Seminar is held. Those Participants residing in the immediate area of Manila, the Philippines, as

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determined by the Secretary, shall be entitled to this subsistence only during the periods in which they are engaged in field trips forming part of the Seminar program.

(d) The Organization shall, upon completion of the Seminar, pay the normal air travel cost in tourist class, of the Participants from the Seminar on routes approved by the Organization to the points of departure in their countries as established by the Organization. The Governments assigning Participants to the Seminar shall pay all costs of their Participants from their countries to the Seminar.

(e) The Government shall provide for or pay the cost of any documentation (including books) required by each of the Participants and shall permit such documentation to remain the property of the Participant upon completion of the program of the Seminar.

(f) The Organization shall not be responsible for any costs arising out of the death, injury, sickness or other disability of the Participants during the period in which they are assigned at the Center, it being understood that each of the Governments assigning such Participants shall be responsible for the said costs of its Participants.

(g) The Organization shall be free of any liability in respect of transportation furnished by the Government.

(h) The Organization shall not be responsible at any time for the payment of insurance of the staff.

2. The obligations of the Government shall be as follows:

(a) The Government shall pay all costs in relation to the Staff assigned at the Seminar including travel, subsistence and salary.

(b) The Government shall provide motor transport and drivers for the official duties of the Personnel in connection with the Seminar.

(c) The Government shall provide or pay cost of all official telephone, telegraph, postal and other communications within the Philippines in connection with the Seminar.

(d) The Government shall provide for or pay the cost of any local duplication of documents incurred in connection with the Seminar.

(e) The Government shall provide for or pay the cost of suitable medical facilities for the Personnel during the period in which they are assigned at the Seminar, it being understood that such facilities shall be of the kind to which senior civil servants of the Government are entitled.

(f) The Government shall make available, as determined necessary by the Organization in consultation with the Government, all the meeting and office space and facilities and access to library.

(g) The Government shall pay in respect of the Personnel and the Organization, the cost of any taxes of any other duties or levies not covered by the privileges and immunities referred to under Article IV below.

(h) Before the commencement of the Seminar, the Government shall make such administrative and financial arrangements as are necessary for the efficient conduct and operation of the Seminar including the provision of a petty cash fund to the Liaison Officer to cover any incidental expenses necessary for the operation of the Seminar.

ARTICLE IV

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall take all practicable measures to facilitate the activities of the Organization under Article I above and to assist the Personnel and the Participants in obtaining such services and facilities as may be required

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to carry on these activities.

2. The Government shall, for the duration of the Seminar, accord to the Personnel and to the Organization, its property and assets in connection with the performance of this Agreement, all the privileges and immunities which are normally accorded to the Organization, its property, assets, officials and experts under the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

3. The Organization and the Personnel shall, in carrying out their responsibilities under this Agreement, have the benefit of the most favourable travel rates available to the Government and the most favourable legal rate for conversion of currency prevailing at the time of any conversion made, including conversion of any part of the salaries of the Personnel.

In witness thereof, the Government and the Organization have signed this Agreement at Quezon City, Philippines this 7th day of September 1960, in two copies in English. This Agreement shall be in force as from this date.

For the Government of the Philippines For the Food and Agriculture Organization of the United Nations

(Sgd.) JOSE M. TRINIDAD (Sgd.) J. M. CORRY

Undersecretary of Agriculture Resident Representative in the

Chairman, Philippine National Philippines, United Nations

FAO Committee Technical Assistance Board

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