

SUPPLEMENTARY AGREEMENT NO. 16 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, August 6, 1953.

Reference: This Agreement is also published In II DFA TS No. 2, p. 61.

The International Labour Organization (hereinafter referred to as "the Organization") and the Government of the Philippines (hereinafter referred to as "the Government"), considering that they have already entered into a Basic Agreement signed on the fifth day of April 1951, providing that the detailed arrangements for technical assistance shall be embodied in Supplementary Agreements, have entered into this Supplementary Agreement No. 16 through their undersigned duly authorized representatives: .

ARTICLE I

TECHNICAL ASSISTANCE TO HE PROVIDED

1. The Director-General of the International Labour Organization, acting on behalf of the Organization, shall provide as soon hereafter as practicable within the financial limitations of the programme and subject to the general provisions of the Basic Agreement, technical assistance to the Government in the following manner:

The services of one specialist in labour inspection for one year.

2. In the performance of his duties the specialist shall work in close consultation and full co-operation with the competent agencies and officials of the Government and with any associated authorities charged with developing projects in the country.

3. He will keep the Organization informed of development plans, proposals and demands concerning the field in which the assistance is being provided, as well as of the progress of any other projects and technical assistance activities pursued in the country in that field by agencies other than the Organization.

ARTICLE II

LIAISON

For the purpose of maintaining liaison in all matters concerning technical assistance rendered under this Agreement the Organization shall deal with the Department of Labour.

ARTICLE III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

1. The Organization shall assume all the financial and administrative obligations defined in paragraph (a) of Article III of the Basic Agreement.
2. The Government shall, pursuant to Article III (b), (d) and (e) of the Basic Agreement, provide the following:
 - a) lodging in kind for the expert at his normal duty station and, if he is accompanied by any recognized dependents, also for such dependents, or a monthly lodging allowance of 336 pesos to the expert. If lodging is not provided, the Government shall assist the expert to find accommodation;
 - b) if necessary, medical care and hospitalization of the expert;
 - c) appropriate office with facilities, supplies, equipment and other materials needed by the expert for his work, as well as postal, telegraph and telephone communications for official purposes;
 - d) such technical and secretarial help as the expert may need;
 - e) transport in respect of any official travel which the expert, in rendering the technical assistance requested by the Government may undertake within the country;
 - f) for official travel away from his normal duty station, a travel allowance of 28 pesos per day for the 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 by him, and to be reduced by 40 per cent, that is 11.20 pesos, for each day for which board is provided in kind as such place or places. For such days of official travel during which the 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 or the lodging in kind mentioned in (a) above.
3. It is understood that the amount of allowances provided for in paragraphs 2 (a) and (f) above are based on decisions of the Technical Assistance Board. Should the Board change these decisions, the Government shall, upon receiving due notification from the Organization, adjust the amounts of such allowances to correspond to the decision of the Board.
4. The Government shall, in accordance with paragraph (c) of Article III of the Basic Agreement, establish a local currency fund for the defraying of local currency expenses under the requirements of this Supplementary Agreement. An amount of six thousand pesos shall be deposited for operation by the Resident Technical Assistance Representative, this being the estimated requirement for the project. Upon completion of the project the balance remaining in the local currency fund will be returned to the Government.

ARTICLE IV

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 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 the Supplementary Agreement shall not be deemed to affect the Basic Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Organization and the Government, respectively, have signed this Supplementary Agreement No. 16 at Manila this 6th day of August 1953 in four copies in English.

For the Government of the Philippines:

(Sgd.) JOSE FIGUERAS

Secretary of Labor

For the International Labour Organization of the United Nations:

(Sgd.) J. P. B. ROSS

Acting Resident Technical Assistance Representative

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