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**TECHNICAL ASSISTANCE TO NEW OR
DEVELOPING COUNTRIES IN THE
FIELD OF
TELECOMMUNICATIONS**



**Published by
the
International Telecommunication Union,
Geneva, 1966**

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TABLE OF CONTENTS

	<u>Page</u>
FOREWORD	7
CHAPTER I : UNITED NATIONS DEVELOPMENT PROGRAMME - ITS GENERAL DESCRIPTION AND STRUCTURE	9
1. Historical Background	9
2. United Nations General Assembly	10
3. Economic and Social Council	10
4. Governing Council	12
5. Administrator, Co-Administrator and UNDP Secretariat	12
6. Inter-Agency Consultative Board	13
7. UNDP Field Offices	14
8. Coordinating Authority	15
9. General Description of Technical Assistance Programmes	16
9.1 Regular Programme	16
9.2 United Nations Development Programme	16

	<u>Page</u>
9.2.1 Criteria of Assistance	17
9.2.2 Field of Assistance	17
9.2.3 Technical Assistance Sector	18
9.2.4 Special Fund Sector	19
9.2.5 Financial Resources	20
9.3 Funds-in-Trust	20
CHAPTER II : TECHNICAL ASSISTANCE SECTOR	21
1. Programming	21
1.1 Programming Period	22
1.2 Project Programming	22
1.3 Essentials of Project Programming	24
1.4 Programming Procedures	25
1.4.1 Establishing of "Target Figures"	25
1.4.2 Preparation of Requests	27
1.4.3 Review and Approval	29
1.5 Regional Projects	30

	<u>Page</u>
2. Modification of the Approved Programme	30
3. Urgent Requests - Contingency Allocations	31
4. Utilization of Credits	32
5. Implementation of the Programme	33
5.1 Recruitment of Experts	33
5.2 Briefing of Experts	34
5.3 Missions of Experts	35
5.4 Reports of Experts	35
5.5 Award of Fellowships and Scholarships	35
5.6 Organization of the Study Programme	36
5.7 Briefing of Scholars and Fellows	36
5.8 Reports by Scholars and Fellows	37
5.9 Supply of Equipment	37
6. Responsibility of Recipient Governments	38

	<u>Page</u>
CHAPTER III : FUNDS-IN-TRUST	39
1. Description	39
2. Administrative Structure	39
3. Procedures	40
4. Implementation	41
5. Statement of Accounts	41
CHAPTER IV : OPERATIONAL ASSISTANCE - OPEX SCHEME	42
CHAPTER V : SPECIAL FUND SECTOR	44
1. Description	44
2. Preparation of a Request	45
3. The Project	46
4. Financing	47
5. Regional Projects	49
6. Preparatory Assistance	49
7. Submission of a Request	50
8. Implementation - Plan of Operation	50

	<u>Page</u>
CHAPTER VI : ITU PROGRAMME OF TECHNICAL ASSISTANCE IN KIND	52
CHAPTER VII : ASSOCIATE EXPERTS AND VOLUNTEERS	54
1. Associate Experts	54
2. Volunteers	56
CHAPTER VIII : FINANCING TELECOMMUNICATION DEVELOPMENT	57
1. General	57
2. International Bank for Reconstruction and Development (World Bank)	58
3. International Finance Corporation (IFC)	59
4. International Development Association (IDA)	59
5. African Development Bank	60
6. Asian Development Bank	60
7. Inter-American Development Bank.	60

	<u>Page</u>
ANNEXES	63
1. Observations on and guiding principles of an Expanded Programme of Technical Assistance for Economic Development	65
2. Standard agreement between the United Nations and the Participating Agencies and the recipient Governments	73
3. Standard agreement on Operational Assistance between the United Nations and the Participating Agencies and the recipient Governments	83
4. Agreement between the United Nations Special Fund and the International Telecommunication Union concerning the execution of Special Fund projects	103
LIST OF ABBREVIATIONS	113

FOREWORD

The depth and dimensions of poverty today make it a threat of global proportions. It has a wasteful and withering impact on world economic growth. It creates tensions within and between nations that are increasingly divisive and dangerous. The conquest of world poverty, long a great moral challenge, has now become an economic and political imperative. And today, for the first time in history, that conquest is a practical possibility.

The basic cause of the poverty that afflicts over 1,500 million of the earth's people is not a lack of economic assets. Most of the low-income nations have large untapped reserves of valuable natural resources. All command a wealth of invaluable human resourcefulness and the will to work and sacrifice. But few, as yet, can, without help, translate this rich potential into adequate productivity, no matter how great their efforts.

The progress of the low-income nations is hobbled by an acute shortage of three catalysts of economic growth which it took the industrialized countries many centuries to acquire:

CAPITAL	to finance the costs of development
TECHNOLOGY	to speed the pace of development

SKILLED MANPOWER to plan, to manage, and
to perform the work of
development.

A variety of external sources is supplementing
local efforts to overcome these shortages. (UN
publication on "Progress in Pre-Investment").

CHAPTER I

UNITED NATIONS DEVELOPMENT PROGRAMME - ITS GENERAL DESCRIPTION AND STRUCTURE

1. Historical background

The signatories of the United Nations Charter in San Francisco in 1945 felt that a durable system of international peace and security could not be achieved unless effective measures were taken to solve the major economic and social problems with which the nations of the world were faced. It was to this end that the Articles relating to economic and social questions were incorporated in the Charter, and the various economic and social activities of the United Nations were begun. Among the many subjects that have been dealt with by the General Assembly and the Economic and Social Council since they were established, none has engaged their attention more than the great disparity in the levels of economic development, which continues to exist between different parts of the world. The problem of economic development has become a major concern of the General Assembly and of the Economic and Social Council and led to the establishment of far-reaching international programmes of technical cooperation in the new or developing areas, viz. the Expanded Programme of Technical Assistance (EPTA) in 1949 and the Special Fund in 1959.

By Resolution 2029 (XX) of 22 November 1965, the General Assembly of the United Nations decided to

consolidate the Expanded Programme of Technical Assistance and the Special Fund into a "United Nations Development Programme (UNDP)" effective 1 January 1966.

The new UNDP while retaining the special characteristics and proven methods of its predecessors, aims at reinforcing their effectiveness through unified policy direction, management and field facilities.

The ITU's participation in UNDP and the procedures relevant to both its Sectors, i.e. Technical Assistance and Special Fund, are explained hereafter.

2. United Nations General Assembly

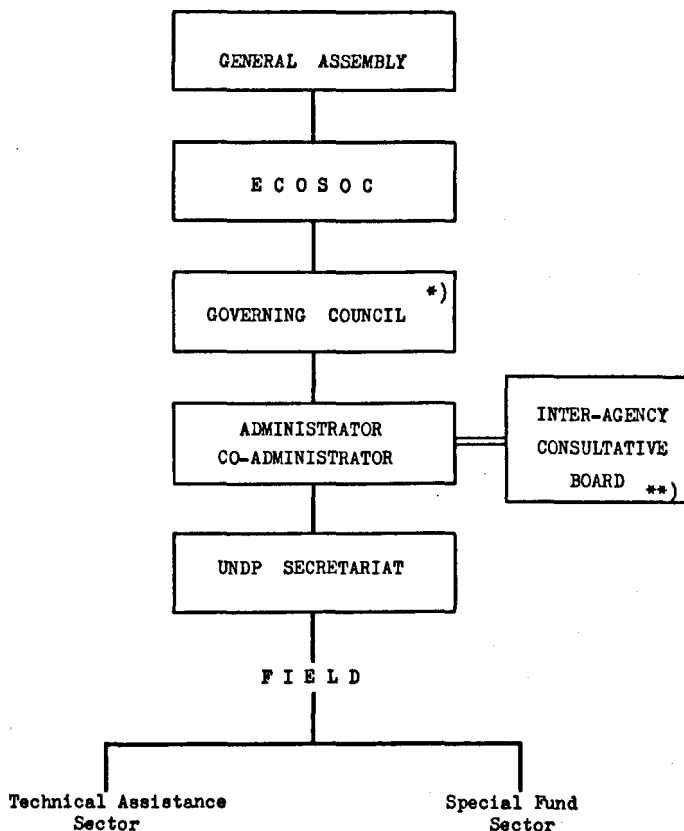
The United Nations, under Article 55 of its Charter, is pledged to "promote higher standards of living, full employment and conditions of economic and social progress and development" which responsibility is vested with the General Assembly (Article 60).

3. Economic and Social Council

Under the authority of the General Assembly, the Economic and Social Council (ECOSOC) carries out this responsibility through the Governing Council of the UNDP, as far as technical assistance to new and developing countries is concerned.

The ECOSOC consists of 18 Member Countries.

STRUCTURE OF THE UNITED NATIONS DEVELOPMENT PROGRAMME



*) 37 Member Countries

**) Composed of the Secretary-General of UN and the Executive Heads of the Specialized Agencies and of the International Atomic Energy Agency. The Executive Directors of the United Nations Children's Fund and the World Food Programme participate as appropriate.

4. Governing Council

The general supervision of the United Nations Development Programme is exercised by Governments through the Governing Council.

The Governing Council is composed of 37 Members. It receives regular reports on the various UN programmes and reviews the progress of each twice a year. It takes decisions on questions related to the operation of the programmes, recommends their approval and authorizes the allocation of funds to the Participating Organizations.

The Governing Council reports to the ECOSOC, which, in turn, reports to the General Assembly of the United Nations.

5. Administrator, Co-Administrator and UNDP Secretariat

The Administrator and Co-Administrator give overall direction to the activities of the UNDP and provide the policy liaison between the Executing Agencies and Governments participating in the Programme. They are responsible for servicing of the Governing Council and the Inter-Agency Consultative Board.

The Secretariat of the UNDP in New York, under their jurisdiction, deals with the overall management of the UNDP including administrative and financial matters, programming, implementation of projects, evaluation of technical assistance activities, etc.

6. Inter-Agency Consultative Board

The Inter-Agency Consultative Board (IACB) meets under the chairmanship of the Administrator or Co-Administrator of UNDP and includes the Secretary-General of the United Nations and the executive heads of the Specialized Agencies*) and of the International Atomic Energy Agency, or their representatives. The Executive Directors of the United Nations Children's Fund and the World Food Programme are invited to participate as appropriate. In order that the Participating Organizations may be provided with the opportunity to take part fully in the process of decision- and policy-making in a consultative capacity, the Inter-Agency Consultative Board is consulted on all significant aspects of the United Nations Development Programme.

In particular the Board advises the Management on the programmes and projects submitted by Governments, through the Resident Representatives, prior to the submission of these programmes to the Governing Council for approval, taking into account the programmes of

*) International Labour Organization (ILO), Food and Agriculture Organization (FAO), United Nations Educational, Scientific and Cultural Organization (UNESCO), International Civil Aviation Organization (ICAO), World Health Organization (WHO), International Bank for Reconstruction and Development (WORLD BANK), International Telecommunication Union (ITU), World Meteorological Organization (WMO), Universal Postal Union (UPU), and International Maritime Consultative Organization (IMCO).

technical assistance being carried out under the regular programmes of the Organizations represented on the Consultative Board, with a view to ensuring more effective coordination. When recommending for approval general policies for the programme as a whole, or for programmes and projects requested by Governments, the views of the Consultative Board may be conveyed to the Governing Council by the Administrator at the request of the Board.

The IACB is also consulted in the selection of Agencies for the execution of specific projects and on the appointment of the Resident Representatives.

7. UNDP Field Offices

To assist with the development and implementation of the UNDP projects at the country level, the Administrator of the UNDP may appoint to recipient countries Resident Representatives and other Field Officers, in consultation with the IACB.

Resident Representatives have been assigned to those recipient countries where the volume of UNDP activities is sufficiently large to require the full time of an officer in providing the services outlined below.

The Resident Representative is responsible for consultations with the designated Coordinating Authority of the recipient Government in the drawing-up of technical assistance programmes at the country level,

and to this end is also responsible for coordinating consultations between the Government and Participating Organizations; he is the channel for communicating negotiated requests, including those for contingency projects, to UNDP and to the Participating Organizations.

The Resident Representative, being required to assist the Government in planning and evaluating the overall programme, keeps himself generally informed on the work of the experts and visits the projects from time to time; he receives copies of all reports to the Government through the representatives of the Participating Organizations or direct from experts.

8. Coordinating Authority

To facilitate its own liaison with Governments and to ensure that requests reflect the overall needs of the country, rather than the needs of one area or department, the UNDP requires that each Government designates one body to coordinate its requests for technical assistance. This body is called the "Coordinating Authority".

When the Telecommunication Administration of a country requires assistance under UNDP, it has first to apply to the Coordinating Authority within its country. Simultaneously it would be advisable (though not obligatory) to inform the ITU of the request. The Coordinating Authority, after scrutinizing the request in the overall development plans of the country, will present it to the Resident Representative in the country. This will constitute the official presentation of the request.

The Resident Representative will then formally notify the UNDP in New York and also advise the ITU of the request.

On the technical assessment and support of the request by the ITU, the UNDP secretariat in New York will deal with the request as appropriate and according to the regulations relating to the Sector concerned.

9. General description of Technical Assistance Programmes

Technical assistance, under the aegis of the United Nations, is provided through a number of programmes, a general description of which is given below. The detailed procedures relating to each of them are explained in the following chapters.

9.1 Regular Programme

The United Nations itself and a number of the Specialized Agencies provide technical assistance to new or developing countries as part of their normal activities. The cost of such a programme is charged to the regular budget of the Organization concerned. This programme is known as the Regular Programme of Technical Assistance of the Organization.

The ITU has no such Regular Programme.

9.2 United Nations Development Programme

The United Nations Development Programme comprises two Sectors : Technical Assistance Sector (former Expanded Programme of Technical Assistance-EPTA) and Special Fund Sector (former United Nations Special Fund-UNSF).

9.2.1 Criteria of assistance

Projects supported by the UNDP, whatever their specific type must initially meet, and adhere throughout their lifetime, to criteria laid down by the United Nations General Assembly. They must be :

- selected on the basis of the requesting Government's priority needs;
- capable of having a direct influence on the economic and social development of the country;
- designed, whenever possible, for early transfer to the recipient country;
- coordinated, when appropriate, with other multi-lateral and bilateral programmes;
- free from political considerations of any kind.

9.2.2 Field of assistance

The Organizations which take part in the UNDP have the technical competence to deal with projects in any of the fields related to economic and social development.

Though not exhaustive, the following list indicates in general the broad fields in which assistance may be requested from the International Telecommunication Union :

- development, organization, planning, operation and maintenance of telecommunication networks;
- installation of telecommunication equipment, traffic and tariffs;
- operating procedures;
- economic and technical studies to ascertain future requirements in the field of telecommunications;
- radiocommunication techniques;
- radio frequency usage;
- monitoring;
- radiobroadcasting and television (technical aspects only - not programme);
- space communications;
- training of personnel in all branches of telecommunications;
- any other area of telecommunication contributing to the economic and social development of a country.

9.2.3 Technical Assistance Sector

Assistance under this Sector is given on a biennial basis. It may be used to provide

experts, officers appointed to executive and operational posts, fellowships and a limited quantity of testing and demonstration equipment.

9.2.4 Special Fund Sector

Special Fund assistance is given to specific projects, generally of longer duration than those in the TA Sector, and not on the basis of a country programme. It is required that in Special Fund projects the recipient Government meet all the expenses that could be paid for in local currencies, such as buildings, maintenance charges, local staff, electricity and water, amenities, transportation of materials within the country and installation charges. Special Fund assistance consists of the foreign exchange component, usually the provision of experts, fellowships for local nationals to complete their training to a degree that would enable them to replace the international experts when they leave, and equipment necessary for the project.

Except in some special cases, the amount of assistance requested should not ordinarily be under \$250,000.

At present the Special Fund Sector gives assistance mainly to projects dealing with higher technical training, applied research and natural resource or pre-investment surveys leading up to the investment of a large amount of capital.

9.2.5 Financial resources

To finance the UNDP activities the Governments of States which are Members of the United Nations or of one of the Specialized Agencies are invited each year to a Pledging Conference for the purpose of making voluntary contributions to both Sectors. The accounts for Technical Assistance and Special Fund Sectors are maintained by the Secretary-General of the United Nations separately from the general budget of the United Nations. Contributions are usually made in the currency of the donor, although they should be, to the fullest extent possible, in a form readily usable for programme purposes.

9.3 Funds-in-Trust

When a country cannot obtain provision for a project under the UNDP, due to shortage of funds, it can deposit a sum of money with the United Nations or a Participating Organization covering the cost of the project in question, and request that the project be implemented. This is generally termed as assistance under "Funds-in-Trust" and projects under this scheme are implemented in exactly the same manner as those under the UNDP.

CHAPTER II

TECHNICAL ASSISTANCE SECTOR

In providing technical assistance to new or developing countries in the field of telecommunications through its participation in the Technical Assistance Sector of the UNDP, the ITU follows the general principles laid down by the General Assembly and the ECOSOC (Annex 1).

The assistance rendered by the ITU comprises one or more of the following:

- 1) Provision of experts to applicant countries
- ii) Grant of fellowships and scholarships
- iii) Supply of equipment essential to an expert for his mission, or that required for training purposes or measuring equipment; and
- iv) Organisation of seminars.

1. Programming

Each Government that wishes to receive assistance under the Technical Assistance Sector has the responsibility for formulating its requests, in the light of its priority requirements, and in relation to its national programme of economic development.

It is the policy of the Economic and Social Council that countries receiving aid should be absolutely free

to choose carefully considered programmes and projects designed to fit in with their long-term objectives of securing a well-balanced economic and social development in their countries. Therefore, the primary responsibility for deciding on the projects to be included in a country programme rests with the recipient country. In doing this, so far as telecommunications are concerned, the ITU is at the disposal of the recipient Governments for advising and assisting them in the planning and the implementation of the programmes and projects and for reviewing the technical aspects of the telecommunication projects.

1.1 Programming Period

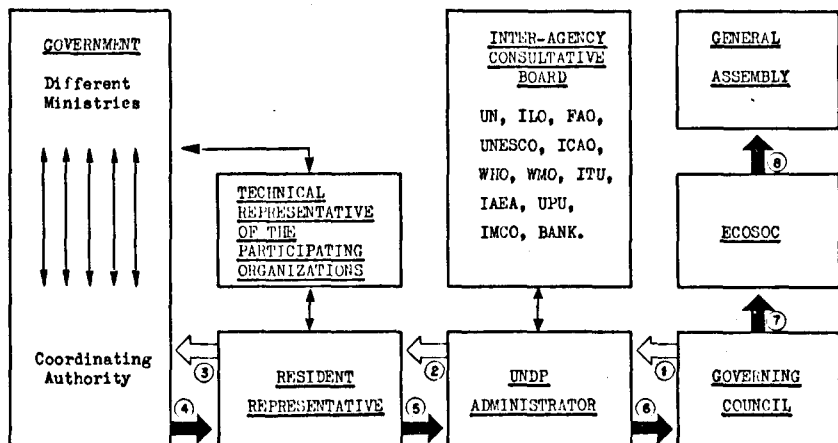
From 1961 onwards programmes are prepared and approved for two years at a time (1965/66, 1967/68, etc.), i.e. the programme for each biennium is considered as a whole. However the financing is on a yearly basis due to the fact that the resources are pledged every year.

1.2 Project Programming

Effective from 1963, the Economic and Social Council has decided that the Technical Assistance Sector programme shall consist of complete "projects", which would be prepared and approved for their entire duration.

A project in this context is considered to be an undertaking planned, executed or approved by a Government or Governments with the assistance of the UNDP, to achieve, within a specified period of time, a

MECHANISM GENERALLY USED FOR PLANNING AND DEVELOPING
THE PROGRAMME



1. The Governing Council establishes target figures for country and regional projects.
2. Target figures are communicated to Governments by the UNDP Administrator through Resident Representatives.
3. At the same time as the Technical Representatives of the Participating Organizations negotiate the projects with the appropriate Government Ministries, the Resident Representatives assist the Coordinating Authorities, which assign project priorities and consolidate country programme requests within the target figure.
4. Governments transmit programme requests to the UNDP Administrator via Resident Representatives, with copies to the Participating Organizations.
5. The UNDP Administrator reviews the Governments' requests in the light of comments made by the Participating Organizations and consolidates the programme. Thereafter the Inter-Agency Consultative Board prepares its recommendations for submission and approval by the Governing Council.
6. The Governing Council examines the consolidated programme, approves it and authorizes the allocation of funds to the Participating Organizations.
- 7.&8. The ECOSOC and the General Assembly confirm the programme.

defined objective within the general deployment of the development plan or programme of the country or of the region.

1.3 Essentials of Project Programming

Requests for new projects or their modification should contain the following details:

- a) Nature of project covering (i) the main objectives of the project; (ii) its relationship to any wider development plan or programme including specific targets, if any; and (iii) relationship to other similar or complementary projects, whether past or existing, including assistance requested from other sources;
- b) Duration of project with estimated starting and completion dates;
- c) Project components showing the types of assistance to be provided, namely experts, fellowships, equipment and supplies;
- d) Estimated cost of project with detailed breakdown for the first biennium of operation and total estimated costs for each year, or each programming period, thereafter up to its completion;
- e) Counterpart support of the Government indicating (i) facilities to be provided by the Government;

and (ii) availability of counterpart personnel and of candidates for fellowships and arrangements to be made for national counterparts;

- f) Future of the projects: plans, if any for continuing the project after international assistance has been completed.

1.4 Programming Procedures

1.4.1 Establishing of "Target Figures"

The programming cycle begins every second Autumn (i.e. in 1965, 1967, etc.) at which time the UNDP considers the financial resources expected to be available for the two years ahead. On the basis of this estimate, a global "target figure" for programme operations is established and then divided into individual "target figures" for each country. At the same time, fifteen per cent of the anticipated resources is set aside for regional projects.

In establishing these targets, the UNDP is guided by the necessity to ensure an equitable distribution of the funds available among all recipient Governments. Several factors are taken into account, such as the total resources available for the entire programme, the projects begun in earlier years continuing into the new biennium, the new projects that the Government wishes to commence during this programme period, the technical advice given by the Participating Organizations on such projects and the assistance that the country is

receiving from sources such as bilateral programmes outside the UN family.

To be able to advise the UNDP on the projects in the telecommunication field, which are likely to be required for the coming biennium, the ITU contacts the Telecommunication Authorities of recipient Governments, before the target figures are established, requesting them to give an approximate forecast of their probable requirements for the biennium. At the same time it would be desirable for the Telecommunication Authorities to consult the Coordinating Authorities of their countries on this matter, so that the latter has adequate and timely notice of the possible requirements for telecommunications.

At the beginning of the year preceding the biennium, these target figures are communicated to recipient Governments by the Administrator of UNDP (usually through the Resident Representatives). These target figures do not represent an allocation of funds, but indicate the extent to which the UNDP hopes to be able to assist each country during the next biennium. However, the assistance delivered will depend on a number of factors, including the level of contributions, the actual cost of operations, the extent to which the different currencies available for the programme can be used, etc.

At the same time, Governments are invited to formulate their Category I and Category II programme requests. Projects of the highest priority should

be listed in Category I, as Category II is intended as a reserve group of projects which may be implemented if savings occur in the Category I programme. In order to keep the cost of the programme within the resources expected to be available during each year of the biennium, Category I requests should be divided in such a way that the difference between the total project cost for each year does not exceed 10 per cent of the target for the biennium. As far as the Category II programme is concerned, it is not necessary to make this distinction between the two years of the programme for the biennium.

At this stage, the Participating Organizations will transmit to the Governments, lists of projects recommended for inclusion in the Category I and Category II programme requests. These lists cover projects already commenced under the current biennium or earlier, which extend into the period covered by the forthcoming two-year programme, as well as new or modified projects. These lists are only recommendations by the Organizations and Governments are not limited by them. Governments should establish their programme requests in the light of their own priority requirements; they are free to add to or take away from the lists or modify them in any way they consider necessary in the light of their economic development.

1.4.2 Preparation of Requests

Governments will be given a period of approximately four months (usually January to May

of the year preceding the biennium) in which to draw up their Category I and Category II programmes. During this period the ITU, will discuss with the recipient Governments the technical planning of each of the proposed projects in telecommunications, as well as the further requirements for continuing projects.

Similar discussions and consultations will take place between the different Departments of the Governments and the other Participating Organizations in their respective fields of competence. The Resident Representative in the country has the responsibility of advising the Coordinating Authority, and, if required, the various Departments of the Government and the Participating Organizations, and of ensuring that the total costs of the projects requested adhere to the target figures.

A Resident Representative may help a Government, if necessary, to estimate the cost of each project under consideration. The total programme request cannot however exceed the country target established by the UNDP, and it must include as a first charge, the costs of continuing projects previously approved, unless these have been cancelled or modified. Beyond these commitments, a Government may request new projects in accordance with the procedures described above and in relation to the country's own economic and social development plans.

About the middle of May of the year preceding the biennium, Governments should transmit their

requests for projects in both Category I and II to the Administrator of UNDP, through the Resident Representative, sending copies to the ITU.

1.4.3 Review and Approval

The ITU will examine the requests in the field of telecommunications received from the countries and consolidate them into its programme. This consolidated programme, with technical advice on the individual projects, will be submitted to the UNDP by the ITU early in July of the year preceding the biennium.

The Administrator of the UNDP will then review all the requests of the individual Governments in the light of the comments made by the Participating Organizations and prepare a draft consolidated programme. Thereafter, the Inter-Agency Consultative Board of the UNDP meets to prepare its recommendations for submission to and approval by the Governing Council of the UNDP.

The Governing Council of the UNDP is not concerned with the technical aspects of the programme, nor with the national development plans of the recipient Governments. It examines the overall priorities, the evaluation of projects and programme inter-relationships.

At the same time as considering the field programme, the Governing Council also reviews the administrative and indirect operational costs of the Participating Organizations (which are fixed at present at fourteen per cent of the total costs of

the field programme) and the level of the contingency authority of the Administrator of the UNDP. When the Governing Council has given its overall approval and has authorized the allocation of funds to the Organizations, the new programme can be put into operation, subject to later confirmation by the General Assembly.

1.5 Regional Projects

In addition to the assistance provided to individual Governments, the biennial programme also includes allocation for regional projects, i.e. projects which cover more than one country. A maximum of fifteen per cent of the total resources available for field operations can be used for projects of this type.

2. Modifications of the Approved Programme

As the process of programme planning is undertaken almost one and a half years in advance of the programme period concerned, Governments may find it necessary on occasion to modify some of their original plans and seek changes in particular projects during their implementation. Alternatively, circumstances may arise in which the ITU may advise the countries to consider some modification in their original programme. In such cases modifications may be made subject to the following conditions:

- 1) The details of the programme of a country may be modified so long as the total amount of the assistance allocated to the entire programme of the country is not changed; and

- 11) All modifications in the programme must be reported by the ITU to the Administrator of the UNDP.

At the request of a Government, the Administrator of the UNDP may authorise modifications in the programme involving the transfer of allocations from one Participating Organization to another.

3. Urgent Requests - Contingency Allocations

When a Government gives a very high priority to a new project which has not been included in the approved programme and requests its immediate implementation, the ITU may ask the Administrator of the UNDP for the necessary credits from the funds reserved by the Governing Council for this purpose.

The request must be officially submitted to the ITU by the Government authorities responsible for technical assistance, through the Resident Representative.

As soon as the ITU receives a request for an urgent project, it will examine it and submit it to the Administrator of the UNDP.

The essential prerequisites for the granting of credits for such a project are:

- a) The need must be urgent. The urgency should be explained in relation to the economic development plans or programmes of the country concerned.

- b) Preference will be given to projects in a new field of activity although supplementary assistance in connection with a project already in operation may be considered if adequately justified.
- c) Special consideration will also be given to requests from countries which sought assistance under the programme in more recent years, or which seek assistance for the first time.
- d) The effect of the addition of the project on the geographical balance of the programme must be considered.

4. Utilization of Credits

The credits granted to the ITU to carry out its programme should be used in the course of the programme period concerned, except in the following two instances, where credits may be carried forward:

- i) credits granted for scholarships or fellowships (which may be used for two calendar years after the end of the programme period in which they were granted under the programme);
- ii) credits granted for the purchase of equipment, ordered before 31 December of the second year of the biennium to which the programme relates, but which is delivered in the succeeding year.

Except in these two cases, all credits, which have not been used by 31 December of the year with which the programme period ends, revert to the United Nations Special Account for Technical Assistance.

5. Implementation of the Programme

As soon as the biennial programme is approved, the ITU informs the Governments of the recipient countries of the programme finally accepted for them and commences action for its implementation, starts the recruitment of experts, award of fellowships and the placement of award-holders in their respective countries of study, and the purchase of material.

5.1 Recruitment of Experts

Countries are usually invited to send a detailed job description for the experts they require along with their applications for assistance. In practice, however, this is not always possible. Sometimes many clarifications are required and often job descriptions are drawn up after much discussion with the countries.

Generally speaking the ITU recruits its experts through the Telecommunication Administrations of its Members. Also National Committees for Technical Assistance are used as required for finding suitable candidates. If a Government expresses a definite preference as regards the nationality or knowledge of languages or for particular persons, the ITU may restrict the recruitment to meet the wishes of the recipient Government.

In nominating candidates, Members are invited to consider, in addition to the purely technical qualifications of their candidates:

- i) their practical and managerial experience;
- ii) their impartiality;
- iii) their capacity to understand the particular culture, and appreciate the special requirements of the country in which they will have to work, and
- iv) their physical fitness to carry out a mission in a foreign climate.

The Secretary-General consults the Members of the Coordination Committee as regards the suitability of the candidates and taking into account their views, prepares a list of suitable candidates and sends it through the Resident Representative to the Government which applied for the expert. It is the recipient Government which makes the final choice of the expert. On receipt of the Government's choice through the Resident Representative, the ITU recruits the expert chosen and publishes the name of such experts in the monthly Notifications of the Union.

5.2 Briefing of Experts

Before the experts are sent to the countries of their missions, they are sent, in cases where necessary, to an orientation course in Paris with the

UNESCO to give them a proper understanding of the United Nations Family, the various technical assistance programmes and the ITU's relationship to them. They are also given technical briefing in the ITU Headquarters.

5.3 Missions of the Experts

Experts are generally free to draw up their programmes of work in consultation with the recipient Government. The ITU is always ready to assist in this matter.

As occasion permits, and the circumstances require, the Secretary-General or his representatives visit missions and discuss with the experts and their host Governments the work of the missions.

5.4 Reports of Experts

The ITU receives regular reports from experts on their missions, reviews them and offers comments or suggestions on them and keeps in close touch with the progress of the project. At the end of their missions, or of their projects, the experts are required to make a final report, which is carefully reviewed by the ITU and forwarded to the Government concerned.

5.5 Award of Fellowships and Scholarships

Fellows and scholars are chosen by their Governments, within the framework of the ITU biennial programme. The candidates' applications are forwarded

by the Government to the ITU, usually through the Resident Representative.

The applications are examined by the ITU to see if the candidates are properly qualified to benefit from the awards, and the countries proposed for studies are the best for providing the facilities, both from the technical and the linguistic points of view. Based on the results of the scrutiny, the award is made.

5.6 Organization of the Study Programme

As soon as the award is made, the ITU gets in touch with the host country to work out the details of the study programme to be organized for the fellow or scholar, as also the appropriate dates. When the training programme has been drawn up and the dates fixed, the ITU advises the Government sponsoring the fellow of the study programme arranged for him and makes the necessary arrangements for the fellow's or scholar's journey and stay in the host country(ies).

As their studies progress, the fellows keep the ITU informed of the suitability of their programmes and consult it in connection with any changes therein.

5.7 Briefing of Scholars and Fellows

Whenever possible fellows and scholars are briefed on the ITU, the host countries, their study programmes and their obligations during a short visit to the ITU Headquarters before commencing their programme of studies.

5.8 Reports by Scholars and Fellows

Fellows and scholars are required to send regular periodical reports on the progress of their studies. They are also required to submit a comprehensive report at the end of their fellowships or scholarships. These reports are examined by the ITU and comments, if any, on them are sent to the fellow's national Administration.

The fellows are required to submit a report one year after their return home. The ITU attaches special importance to this report to see how far the fellowship has benefited the holder and how it has contributed to the improvement or development of telecommunications in his country.

5.9 Supply of Equipment

Equipment supplied under the UNDP may consist only of measuring apparatus essential to an expert for the performance of his mission or teaching or demonstration equipment. However, exceptions may be made in special circumstances. For example, when an recipient country obviously encounters difficulty in procuring the essential requirements for the upkeep of certain telecommunication equipment, or when equipment is required for carrying out a pilot project.

Equipment is generally supplied only when an expert is on mission in the country concerned.

Any technical equipment or supplies which may be provided by the ITU shall remain its property until such time as the title is transferred on terms and conditions mutually agreed between the ITU and the recipient Government.

6. Responsibility of Recipient Governments

A standard agreement is concluded between the United Nations and the Specialized Agencies on the one side and the Governments receiving technical assistance on the other with a view to defining the respective responsibilities of the Participating Organizations and the Governments. This agreement forms the basis on which technical assistance is rendered to a country; and it is given in Annex 2.

Special attention is invited to Paragraph 6, Article I which explains the general purpose of the technical assistance given, and the indemnities that the Governments must guarantee; to Article II which outlines the cooperation requested from the Governments; to Articles III and IV which define the respective financial and administrative obligations of the Organizations and of the Governments; and to Article V which gives the details of the facilities, privileges and immunities that should be offered by the Governments.

CHAPTER III

FUNDS-IN-TRUST

1. Description

In several cases the amount of assistance offered to a country under UNDP is inadequate to meet all its demands. Under such circumstances some of the countries request the ITU to provide them with assistance for which they themselves pay. This is generally termed assistance under "Funds-in-Trust".

Governments may also request from the ITU the service of officers for Operational and Executive posts (OPEX) against funds advanced by them and held in trust by the ITU. In such a case, and on the assumption that the standard agreement on Operational Assistance (OPEX) is already in force, the ITU and the Government wishing to secure additional operational (OPEX) assistance under the Funds-in-Trust arrangements set out, by an exchange of letters, the terms under which the OPEX arrangements are adapted for Funds-in-Trust purposes. Otherwise it would be necessary for the parties concerned to conclude an agreement covering the basic conditions of the operational (OPEX) assistance before applying the Funds-in-Trust arrangements.

2. Administrative Structure

In the case of telecommunication projects the ITU administers the Funds-in-Trust programme.

As a country may request assistance under this scheme through more than one Specialized Agency, the UNDP concludes an overall agreement with the recipient Government on behalf of all the Participating Organizations. However, where there are only some occasional requests the programme is carried out with only an exchange of letters between the Resident Representative, acting on behalf of the ITU, and the requesting Government.

3. Procedures

When a Government requires assistance under the Funds-in-Trust scheme, in the field of telecommunications it should contact the Resident Representative in the country, who, in turn, will formally transmit the request to the ITU.

The ITU (directly or through the Resident Representative) will establish, in conjunction with the requesting Government, the details pertinent to the project. On the basis of these findings, the ITU will estimate the project cost and intimate this figure to the Government.

This estimate will cover:

- a) costs at the ITU Headquarters and in the field, which are directly related to the project and which are of a clearly identifiable nature, e.g. experts salaries, allowances, travelling expenses and other payments related to the project. This amount should be paid to the ITU in freely convertible currency except as may be otherwise agreed by the Government and the ITU.

- b) a payment at the rate of fourteen per cent of the total cost of the project to defray overhead costs. These are the costs of technical and administrative services which form a necessary and inherent part of any operational project, but which, because of their nature, cannot be readily, clearly, or directly singled out for charging to the project itself. This amount should always be paid to the ITU in freely convertible currency.

If the Government accepts the ITU's proposal, advance payments should be made in the amounts, at the dates and in the banks agreed upon. On the Resident Representative's confirming that the amounts have been deposited, the ITU will proceed with the provision of the assistance.

4. Implementation

A programme established under the Funds-in-Trust arrangement is implemented exactly as if it were under UNDP. Experts recruited under Funds-in-Trust are treated as those provided under UNDP. Their duties are identical and they have the same obligations and privileges vis-à-vis the recipient Governments; their responsibility is to the ITU and they serve the recipient Government only in advisory capacities, except when they are appointed to executive or operational posts.

5. Statement of Accounts

At the conclusion of the project, the ITU will render to the recipient Government, through the UNDP, an audited statement of accounts for the total expenditure of the project.

CHAPTER IV

OPERATIONAL ASSISTANCE - OPEX SCHEME

The experts provided under the UNDP Technical Assistance Sector serve the recipient Governments only in advisory capacities : they do not assume any operational or executive responsibilities. Their function is merely to tender advice and it is for the recipient Government itself to accept the advice and implement it through its own executive staff. However, in a number of newly independent or developing countries, there is a shortage of qualified personnel to occupy higher level operational and executive posts in the Government departments and institutions. These countries are also unable to afford the high salaries necessary to attract foreign personnel to fill the posts until such time as their nationals are trained. To meet such requirements the General Assembly of the United Nations instituted a special programme for providing "Operational and Executive Personnel" called the "OPEX" scheme or "Operational Assistance".

Through this scheme telecommunication specialists and technicians are sent to new or developing countries to occupy higher level executive positions. Such OPEX officers are the direct subordinates of the Governments and for the duration of their missions, form an integral part of the civil service of the recipient country. They take orders from the Government exactly as a national in the civil service would do; and they are subject to the same obligations and discipline as national civil servants. For the duration of their missions, they do not take any instructions from the ITU nor do they report to the ITU on their work, except for

an overall evaluation when they relinquish office. The OPEX officers are expected to train replacements at the same time as they carry out their regular duties.

The recipient Government recognizes the international status of OPEX officers (immunities and privileges granted to UNDP experts), but pays them salaries identical to those that they would pay to their own nationals in such positions. However, as the OPEX officers have been recruited internationally, their remuneration is fixed at the same scale as that of UNDP experts. The difference between the amount paid to them by the Government and their UNDP remuneration is paid to them directly by the ITU. This part constitutes, in financial terms, the assistance to the country under the UNDP.

Governments may request the services of operational personnel under the Technical Assistance Sector of the UNDP. Requests for the provision of such personnel should, therefore, be included in the Category I programme request. The provision of operational assistance is subject to the conclusion of an agreement between the Government and the Organizations (see Annex 3), defining the relationship between the recipient Government, the Participating Organizations and the operational personnel. Recipient Governments will, in all cases, contribute towards the cost of each operational post, an amount not less than the total emoluments payable to one of its nationals, performing similar duties, in accordance with standard Government salary scales, subject to the proviso that such a contribution shall not amount to less than a minimum of twelve and a half per cent of the total costs of each post.

CHAPTER V

SPECIAL FUND SECTOR

1. Description

A short description of the purposes of the Special Fund Sector and the method of submitting a request for the assistance under this Sector are given in the following paragraphs.

The ITU acts as the Executing Agency of the UNDP (Special Fund Sector) for several telecommunication projects on the basis of an agreement, which is given in Annex 4. It collaborates extensively with the various countries, Members of the Union, in detailed discussions leading up to the preparation of Special Fund projects, the working out of the various details of the actual requests themselves and in all the subsequent stages up to its implementation. It also works closely with the Special Fund Sector in reviewing requests, giving technical appraisals, advising on the technical aspects of telecommunication requests and acting as the Executing Agency for carrying out approved projects.

The United Nations Special Fund was established by the General Assembly to help new or developing countries in specific projects over a fixed period of time, up to a maximum of five years.

At present the Special Fund Sector supports mainly projects in the fields of higher technical training, applied research, natural resources and pre-investment

surveys and also pilot operations designed to solve technical problems. Projects which are essentially for the improvement of physical resources or maintenance of public services like telecommunications, without elements of research or training in them, are not eligible for Special Fund assistance.

The Special Fund Sector concentrates on relatively large projects. The present policy of this Sector is to finance projects requiring a contribution of less than \$250,000 only in exceptional cases.

In general terms, the Special Fund Sector assistance consists of expert services, fellowships and the provision of training equipment - or those elements which involve foreign exchange; and the country is expected to make its counterpart contribution in terms of the services for which payment can be made in the local currency, such as buildings, maintenance charges, local staff and other services required to run the project.

2. Preparation of a Request

Fairly full information should be given as to the origin of the proposal. This information should include a historical summary of work previously done and an account of when and where the project originated, e.g. a Government department, a private group sponsored by the Government, a visiting mission, the advice of an expert or consultant, or recommendation of a Specialized Agency. The development of the proposal should be traced up to the point of submission.

The request should contain a full statement of the contribution which the project is expected to make to the development of the country. This should relate to its immediate significance in, for instance, facilitating new capital investments, introducing technological innovations or improving technical skills.

Sufficient information should be given to indicate that the project falls within the framework of a consistent economic policy. The information on this point should be such that the worthwhileness of the project may be assessed against realistic and consistent estimates as to future developments of telecommunications and the improvement of technical skills in that field.

The request should state what action is expected to follow the successful completion of the project. In general the Special Fund Sector will not support a project unless it is clear that action will follow if the project is successful.

3. The Project

What is required here is a full description of the technical and organizational aspects of the project, the financial details being summarized in the following section. Schemes for training institutes should be supported by a statement on the place of the institute in the educational or training framework of the country, by an estimate of the demand for the services of persons who will be trained and by information on sources of candidates for training. Projects for creating new research stations should state how the research to be

done in those stations fits into research already done elsewhere. The request should also be accompanied by a statement as to the degree of urgency attached to the project.

Details should be given of the :

- a) Location of the project and why it was chosen;
- b) Overall-duration of the project;
- c) Number of experts, their fields of specialization, length of service and specific tasks in the project;
- d) Number, field of study and duration of fellowships, if any;
- e) Kind of equipment required; and
- f) Government participation in staff and equipment, technical and ancillary services, and construction.

Technical or organizational problems likely to be encountered in the execution of the project should also be stated.

A timetable should be given containing an estimated starting date for work on the project, its phasing and scheduled completion date.

4. Financing

Full data should be given regarding the estimated cost of the project. Expenditure should be shown by categories, and should especially distinguish between

building, personnel, equipment and fellowships. Expenditure should also be shown by years.

The amount which the Government proposes to contribute towards the cost of the project should be shown, on an annual basis. The UNDP expects the Government to make a substantial contribution to the cost of a project, usually not less than one-third, and preferably not less than half. The UNDP will not contribute towards the cost of building, or construction; neither will it meet expenditures in local currencies (wages or salaries of national personnel, transportation, office equipment and supplies, or other materials obtainable in the country).

If other Agencies, besides the sponsoring Government and the Special Fund Sector, intend to contribute to the project, the amount and purpose of their contribution should be given. Communications from these Agencies, indicating their agreement to participate in the project, should be annexed.

The request must include a precise statement of the sum requested from the UNDP, expressed in US dollars, divided by years and by categories of expenditure. In so far as the Special Fund Sector supplies the services of foreign experts, the Government will be required to pay to the UNDP in cash, in its own currency, a sum equal to fifteen per cent of the full costs of the experts, to meet the cost of local operating facilities; this fifteen per cent is in addition to the Government contribution.

5. Regional Projects

A regional project is one which receives financial support from more than one Government. A project, for example a training institute, which is supported by a single Government, but which is open to students from other countries within the region, would not be regarded as a regional project within the Special Fund's definition of the term.

If a project would not be satisfactory except on a regional basis, the UNDP Administrator will recommend it only if it receives financial support from two or more Governments. Since it is often difficult to devise and sustain projects on a regional basis, a project which would be satisfactory on a national basis should be submitted on that basis.

6. Preparatory Assistance

The ITU is always ready to assist its Member Countries in developing projects for assistance in the telecommunication field. It will advise on the types of project eligible for Special Fund assistance, on the planning of a project and on the form and content of a request for assistance.

In certain cases a special "preparatory allocation" may be approved by the Administrator of the UNDP to enable an expert adviser to visit the country concerned to survey the need for a project, to assist in its preliminary planning and in the drafting of the request. Needs for such "preparatory" assistance should be notified to the ITU through the Government's Coordinating Authority and the UNDP Resident Representative.

7. Submission of a Request

All requests should be submitted formally through the Coordinating Authority in the country.

Requests should be sent to the Resident Representative, who will forward them to the UNDP Administrator. In countries where there is no Resident Representative, they should be sent direct to the UNDP Administrator.

Requests may be submitted at any time of the year. Usually at least six months elapse between the submission of a request and approval by the UNDP Governing Council.

8. Implementation - Plan of Operation

A Special Fund project is implemented on the same general lines as the assistance provided under the Technical Assistance Sector. The details of the obligations of the UNDP, the receiving Government and the Executing Agency (ITU for telecommunication projects) are set out in a "Plan of Operation" for each project.

A Plan of Operation is a tripartite agreement between the Government, the UNDP and the Executing Agency - ITU. It contains a detailed description of the arrangements for the execution of a project. It supplements the basic agreement between the UNDP and the Government and between UNDP and the ITU (Executing Agency).

The legally binding force of the Plan of Operation depends upon the basic agreements. The basic agreements and the Plan of Operation thus complement each

other and together constitute the entire contract between the parties for the execution of a specific project.

In the case of regional projects involving a counterpart contribution by more than one Government, each participating Government normally enters into the agreement as a signatory to the Plan of Operation.

The Plan of Operation lays down the conditions and methods of operation of a project. As a control document, it provides the criteria against which the three parties may measure the progress of a project and as a contract, it is a detailed statement of the obligations of the three parties involved.

CHAPTER VI

ITU PROGRAMME OF TECHNICAL ASSISTANCE IN KIND

As stated in Chapter I, the ITU has no Regular Programme. However, in view of the great need for assisting the new or developing countries in the field of telecommunications, the ITU Administrative Council authorised in 1960 a method of rendering help, without its being a charge on the regular annual budget of the Union. This is commonly known as "Technical Assistance in Kind".

Under this scheme the more developed countries are invited to :

- 1) give on-the-job training in their industrial establishments to technicians from new or developing countries;
- ii) offer facilities for the latter in their training establishments, free of charge; and
- iii) hold periodical seminars in selected places to instruct a number of technicians from a group of adjoining countries on any specific subject.

These offers are circulated periodically to the Members and Associate Members of the Union. When any of them wants to avail itself of an offer, the Union assists, as required, in arranging all the details with the countries concerned.

In general all the charges incurred in getting technicians trained under this scheme are borne by the countries sending the technicians. However in a few cases the inviting country offers various types of help, such as wages for the trainees on a scale equivalent to their own corresponding cadres of technicians, subsidized accommodation, mess facilities at concessional charges or some participation in travel costs. The ITU itself bears no part of the expenses.

CHAPTER VII

ASSOCIATE EXPERTS AND VOLUNTEERS

1. Associate Experts

Several donor Governments have offered the services of their nationals to the UN and the Specialised Agencies among them the ITU, for "associate" or "junior" expert assignments on international technical assistance missions under the United Nations Associate Expert scheme.

This scheme is concerned with young men possessing such technical qualifications as will enable them to make a valuable contribution in those technical fields for which the United Nations or the Specialized Agency is responsible. It was introduced in 1958, when an agreement was concluded between the Netherlands and the United Nations. Later other donor countries also participated in the scheme and agreed to the principles contained in ECOSOC Resolution 849 (XXXII) on the "use of volunteer workers in the operational programmes of the United Nations and related agencies, designated to assist in the economic and social development of the less developed countries". These principles, when applied to the ITU, are as follows :

- a) Associate experts are provided by donor Governments in response to specific requests.
- b) Countries requiring assistance of this nature should address their requests to the ITU through the Resident Representative in their country.

c) Candidatures must be approved by the requesting Governments. The final decision regarding the assignment of associate experts rests with the recipient Government and the ITU.

d) Associate experts, as international civil servants, are subject to the Staff Rules of the ITU, governing technical assistance project personnel.

e) Associate experts cannot be employed at the ITU Headquarters in any established post.

f) The donor Government is responsible for all identifiable costs of associate expert assignments, such as salaries, allowances, insurance and travel to and from the duty station. A twelve per cent fee is added to these identifiable costs for ITU administrative servicing.

The Associate Expert Scheme is operated by the ITU under an arrangement, whereby the donor Government deposits with the ITU, in advance of the date on which an associate expert is engaged, funds sufficient to cover his estimated costs.

In connection with this scheme, it must be pointed out that :

- 1) "Associate" or "junior" experts can only work under the guidance of an "expert" in the country and cannot work by themselves.
- ii) Otherwise they are international civil servants and in all respects treated exactly as ordinary experts.

- iii) No part of their cost is required to be paid by the recipient Government.

2. Volunteers

More recently, some Governments have offered to attach "volunteers" to international missions in a technical or administrative capacity. The arrangements for their assignments are also negotiated directly between the Governments and the Organizations concerned, but they differ in some respects from the arrangements for associate experts.

So far no firm United Nations practice has been established for the employment of volunteer workers: all arrangements have been made on an ad hoc basis.

CHAPTER VIII

FINANCING TELECOMMUNICATION DEVELOPMENT

1. General

The provision of technical assistance by the ITU to new and developing countries conforms to the basic purposes and methods established by the UNDP. It is an instrument for -and of- the countries which are seeking to improve their telecommunications: it is not a source of capital, but a transfer of skills. Its aim is to help countries to train telecommunication engineers and technicians, who will, once trained, contribute to the improvement of the telecommunication services of their countries and their management.

However, it has been recognized that the lack of capital to finance telecommunication development remains one of the serious handicaps in most developing countries. The ITU has no resources for the provision of financial assistance to developing countries. It is necessary for the countries themselves to obtain financial means for their telecommunication development. Therefore, the following paragraphs on possible sources of financial assistance are given purely for the information of Governments. While every endeavour has been made to obtain the latest information, it should be pointed out that the Union is not responsible for the details. Interested Administrations must deal directly with the appropriate financial Organization.

Loans and credits of a bilateral nature are for the most part given on a Government-to-Government basis. However, financial assistance may also be given by an international body, either world-wide or regional in character. Such assistance is termed "multi-lateral"

assistance. The last few years have seen the introduction of a number of new forms of financial assistance having the characteristics of both bilateral and multi-lateral assistance.

The United Nations family, also offers, some possibilities of financial assistance to new and developing countries. Such assistance may be obtained through the group of UN Specialised Agencies which includes the International Bank for Reconstruction and Development (the World Bank), the International Finance Corporation, the International Development Association and the International Monetary Fund. The first three of these Agencies provide capital aid to Governments, in the form of loans, credits or investments. The Monetary Fund, while it does not lend for development purposes, gives guidance to Governments in the areas of currency, banking and financial policies in general. All of these Organizations give advice and training to the officials of Member Governments. They cooperate closely with the UNDP.

2. International Bank for Reconstruction and Development (World Bank)

The World Bank makes loans directly to Member Governments or, with Government guarantees, to public agencies or private borrowers. These loans are made in foreign exchange to finance developmental projects, generally in the areas of power, transportation, industry, agriculture and communications.

The Bank engages in a variety of technical assistance activities - economic survey missions, pre-investment project and sector studies, training programmes for officials from Member Countries, and the assignment of

advisers to the Governments of Member Countries. In addition, the Bank acts as Executing Agency for a number of projects under the Special Fund Sector.

Address : The President of the International Bank for Reconstruction and Development, 1818 H. Street, NW, Washington 25, D.C. (USA)

3. International Finance Corporation (IFC)

The IFC is essentially an investing rather than a lending institution. The IFC invests its money only in private enterprises -- mostly in the industrial sphere -- and it will not finance more than one-half the total cost of any undertaking. IFC therefore acts as a catalytic agent to encourage the flow of private capital. The technical assistance activities of IFC are related to investment studies, management, and techniques of business administration.

Address : The President of the International Finance Corporation, 1818 H. Street, NW, Washington 25, D.C. (USA)

4. International Development Association (IDA)

The IDA, provides long-term, interest-free developmental credits for projects in countries whose balance of payments and external debt situations would preclude them from borrowing all they need on conventional terms. Although IDA and the "Bank" share the same management and staff, the "Bank's" technical assistance programme has been enlarged to provide technical assistance in the area of IDA's lending operations, which cover the same range of purposes as the "Bank", plus such "social" projects as education and water supply.

Address : The President of the International Development Association, 1818 H. Street, NW, Washington 25, D.C. (USA)

5. African Development Bank

At its 1963 session, the UN Economic Commission for Africa (ECA) urged all African Governments to take part in the Conference of African Finance Ministers which took place in Khartoum (Sudan) and concluded an agreement on 9 August 1963 for the establishment of the African Development Bank. The Bank is intended to assist multi-national projects and to be a means of attracting additional capital for investment in economic and industrial development.

Address : African Development Bank, Boite postale 1387, ABIDJAN, Ivory Coast.

6. Asian Development Bank

The one billion dollar Asian Development Bank is expected to come into existence in 1966, as part of the UN Economic Commission for Asia and the Far East's (ECAFE) action programme for regional economic cooperation. Its main task will be to mobilize capital and finance additional or not fully covered development projects.

Address : Asian Development Bank, Metropolitan Bank Building, Makati, Rizal, Manila, Philippines.

7. Inter-American Development Bank

As far as the Latin American Region is concerned, no UN Regional Bank exists. However, a regional agency,

the Inter-American Development Bank, was created by 19 Latin American countries and the United States to accelerate the economic development of its Members. In carrying out its objectives, the Bank is authorized to provide technical assistance to its Member Governments, their officials or autonomous agencies or private firms within their countries.

Address : Inter-American Development Bank, 808 17th Street, N.W., WASHINGTON D.C. 20577.

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A N N E X E S

Note:

The annexes are reproduced in their original form, i.e. before Resolution No. 2029/XX on the Consolidation of the Special Fund and the Expanded Programme of Technical Assistance in a United Nations Development Programme was taken (see Chapter I). Therefore, they contain terms such as "Technical Assistance Board", "Technical Assistance Committee", "Expanded Programme of Technical Assistance", etc., which are replaced by new titles:

Expanded Programme of Technical Assistance and Special Fund	-	United Nations Development Programme (UNDP)
Governing Council of the Special Fund and Technical Assistance Committee	-	Governing Council of the UNDP
Technical Assistance Board and Consultative Board of the Special Fund	-	Inter-Agency Consultative Board of the UNDP
Managing Director of the Special Fund and Executive Chairman of the Technical Assistance Board	-	Administrator of the UNDP

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A N N E X 1

OBSERVATIONS ON AND GUIDING PRINCIPLES OF AN EXPANDED PROGRAMME OF TECHNICAL ASSISTANCE FOR ECONOMIC DEVELOPMENT *)

The Economic and Social Council recommends the following principles to serve as guides to the United Nations and Specialized Agencies participating in the Expanded Programme**) of Technical Assistance, hereinafter called the "Participating Organizations":

General Principles

The Participating Organizations should, in extending technical assistance for economic development of underdeveloped countries:

*) These provisions, from Annex 1 to Resolution No. 222A (IX) of the Economic and Social Council, dated 15 August 1949 ("Expanded Programme of Technical Assistance for the Economic Development of Underdeveloped Countries") are still valid.

**) Although the word "programme" is used here, it is not contemplated that all projects described in the "programme" would or should be executed; rather what is contemplated is that the United Nations and the Specialized Agencies should hold themselves ready to render to the underdeveloped countries, at their request, the types of technical services which are described in the "programme" and which are designed to assist them in their economic development.

a) Regard it as a primary objective to help those countries to strengthen their national economies through the development of their industries and agriculture, with a view to promoting their economic and political independence in the spirit of the Charter of the United Nations, and to ensure the attainment of higher levels of economic and social welfare for their entire populations.

b) Observe the following general principles laid down in General Assembly Resolution No. 200 (III):

- 1) technical assistance for economic development of underdeveloped countries shall be rendered by the Participating Organizations only in agreement with the Governments concerned and on the basis of requests received from them;
- ii) the kinds of services to be rendered to each country shall be decided by the Government concerned;
- iii) the countries desiring assistance should perform, in advance, as much of the work as possible in order to define the nature and scope of the problem involved;
- iv) the technical assistance furnished shall:
 - a) not be a means of foreign economic and political interference in the internal affairs of the country concerned and not be accompanied by any considerations of a political nature;

- b) be given only to or through Governments;
- c) be designed to meet the needs of the country concerned; and
- d) be provided as far as possible in the form which that country desires.

c) Avoid distinctions arising from the political structure of the country requesting assistance, or from the race or religion of its population.

Standards of work and personnel

The highest professional competence should be maintained in all services undertaken by the Participating Organizations in rendering technical assistance to requesting countries.

Experts should be chosen not only for their technical competence, but also for their sympathetic understanding of the cultural backgrounds and specific needs of the countries to be assisted and for their capacity to adapt methods of work to local conditions, social and material.

Adequate preparation of experts should be provided before assignments are undertaken; such preparation should be designed to give understanding of the broad objectives of the common effort and to encourage open-mindedness and adaptability.

Experts and groups of experts visiting a country should not engage in political, commercial, or any activities other than those for which they are sent. The scope of their duties should be strictly

defined in each case by agreement between the country requesting assistance and the Organizations providing assistance.

Projects should not be commenced unless properly qualified experts and assistants have been secured and trained.

All Governments should be invited to cooperate in the securing and selecting of qualified staff and to facilitate, when necessary, arrangements for their temporary release and for their continued employment on return.

Universities, technical schools, foundations, research institutions and other non-governmental sources from which experts may be drawn should be encouraged to release experts for field assignments under the programme, to arrange for their continued employment on return and to undertake special research projects on problems related to economic development.

Coordination of effort

The projects falling within the competence of Participating Organizations should be carried out by them, and the coordination of their work should be effected, with due regard to their constitutions and the relations established between them.

The work undertaken by the Participating Organizations under the Expanded Programme of Technical Assistance should be such as to be suitable for integration with their normal work.

Arrangements should be made for requests for assistance within the sphere of two or more Organizations to be handled jointly by the Organizations concerned, and there should be coordination among the Participating Organizations at the planning level before commitments by them are entered into with Governments.

Technical assistance activities which are not at the present time the special responsibility of any Specialized Agency, such as certain aspects of industrial development, manufacturing, mining, power, and land and water transport, should be undertaken by the Secretary-General of the United Nations.

Programmes of training should be the subject of cooperative action among Participating Organizations.

Concentration and economy

Within the wide range of activities envisaged, the Participating Organizations should practise, especially in the initial stages of their programmes, concentration of efforts and economy. The Participating Organizations should also ensure the fullest use of any existing facilities.

Selection of projects

The Participating Organizations, in furnishing technical assistance, should be guided solely by the Charter of the United Nations, by the principles of the United Nations programme for technical assistance and by appropriate resolutions of the General Assembly and of the Economic and Social Council. The services envisaged should aim at increased productivity of material and human resources and a wide and

equitable distribution of the benefits of such increased productivity, so as to contribute to the realization of higher standards of living for the entire populations. Due attention and respect should be paid to the national sovereignty and national legislation of the underdeveloped countries and to the social conditions which directly affect their economic development. Requests for technical assistance may therefore be approved which will help Governments to take account of the probable consequences of proposed projects for economic development in terms of the welfare of the population as a whole, including the promotion of full employment, and also to take account of those social conditions, customs and values in a given area which would directly influence the kinds of economic development that may be feasible and desirable. Similarly, requests may also be approved for technical assistance to Governments desiring to undertake the specific social improvements that are necessary to permit effective economic development and to mitigate the social problems - particularly problems of dislocation of family and community life - that may arise as a concomitant of economic change. As in any national programme for economic development, any increased services undertaken by the Government can be maintained, in the long run, only out of national production, special attention should be given in timing and emphasis to activities tending to bring an early increase in national productivity of material and human resources.

In response to requests from Governments, especially in connection with plans for economic development, special consideration should be given to resources and methods of financing the development.

It is recommended therefore that Participating Organizations, before undertaking work of an extensive character involving substantial cost, should assure themselves that Governments requesting such assistance are giving full consideration to major capital investment or large continued governmental expenditure which may be needed as a result of this technical assistance. Governments may also require advice concerning conditions and methods of financing appropriate to such projects. Close cooperation among the Participating Organizations in responding to requests for technical assistance can facilitate the attainment of this objective.

Requests for the furnishing of equipment and supplies may be considered insofar as they form an integral part of a project of technical assistance.

Participation of requesting Governments

The requesting Governments should be expected to agree:

a) To facilitate the activities requested from the Participating Organizations by assisting them to obtain the necessary information about the problems on which they have been asked to help, such information to be limited strictly to questions directly related to the concrete requests for technical assistance; and, whenever appropriate, to facilitate their contacts with individuals and groups, in addition to Government Agencies, concerned with the same or related problems.

b) To give full and prompt consideration to the technical advice they receive as a result of their

cooperation with the Participating Organizations in response to the requests they have initiated.

c) To undertake to maintain or set up as soon as practicable such governmental coordination machinery as may be needed to ensure that their own technical, natural and financial resources are mobilized, canalized and utilized in the interest of economic development designed to improve the standard of living of their peoples and through which the effective use of any major international technical assistance resources could be assured.

d) Normally to assume responsibility for a substantial part of the costs of technical services with which they are provided, at least that part which can be paid in their own currencies.

e) To undertake the sustained efforts required for economic development, including continuing support and progressive assumption of financial responsibility for the administration of projects initiated at their request under international auspices.

f) To publish information or provide for study and analysis, material suitable for publication regarding the results of the technical assistance rendered and the experience derived therefrom, so that it may be of value to other countries and to the International Organizations rendering technical assistance.

g) To inform the Participating Organizations, whenever technical assistance is requested, of all assistance which they are already receiving or requesting from other sources in the same field of development.

h) To give publicity to the programme within their countries.

A N N E X 2

STANDARD AGREEMENT

BETWEEN

THE UNITED NATIONS AND THE PARTICIPATING AGENCIES

AND

THE RECIPIENT GOVERNMENTS

The United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union and the World Meteorological Organization (hereinafter called "the Organizations"), members of the Technical Assistance Board, and the Government of (hereinafter called "the Government");

Desiring to give effect to the resolutions and decisions relating to technical assistance of the Organisations, which are intended to promote the economic and social progress and development of peoples;

Have entered into this Agreement in a spirit of friendly cooperation.

Article 1

Furnishing of Technical Assistance

1. The Organization(s) shall render technical assistance to the Government, subject to the availability of the necessary funds. The Organizations, acting jointly or separately, and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization(s) concerned, mutually agreeable programmes of operations for the carrying out of technical assistance activities.

2. Such technical assistance shall be furnished and received in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organization(s); technical assistance rendered within the framework of the Expanded Programme of Technical Assistance for Economic Development of Underdeveloped Countries shall, in particular, 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 1949.

3. Such technical assistance may consist of :

- a) making available the services of experts, in order to render advice and assistance to or through the Government;
- b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;

- c) awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization(s) concerned shall study or receive training outside the country;
 - d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;
 - e) providing any other form of technical assistance which may be agreed upon by the Organization(s) and the Government.
- 4.a) Experts who are to render advice and assistance to or through the Government shall be selected by the Organization(s) in consultation with the Government. They shall be responsible to the Organization(s) concerned.
- b) In the performance of their duties, the experts shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organization(s) concerned and the Government.
 - c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

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

6. The technical assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the people and Government of . In recognition thereof, the Government shall undertake to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government shall indemnify and hold harmless the Organization(s) and their experts, agents or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

Article II

Cooperation of the Government Concerning Technical Assistance

1. The Government shall do everything within its means to ensure the effective use of the technical assistance provided and, in particular, agrees to apply to the fullest possible extent the provisions set forth in Annex I to Resolution 222 A (IX) of the Economic and Social Council under the heading "Participation of Requesting Governments".

2. The Government and the Organization(s) concerned shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organization(s) themselves.

3. In any case, the Government will, as far as practicable, make available to the Organization(s) concerned, information on the actions taken as a consequence of the assistance rendered and on the results achieved.

4. The Government shall associate with the experts such technical staff as may be mutually agreed upon and as may be necessary to give full effect to the provision of Article I, paragraph 4.c).

Article III

Administrative and Financial Obligations of the Organization(s)

1. The Organization(s) shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical assistance which are payable outside (hereinafter called "the country") 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 the country;
- c) The cost of any other travel outside the country;

- d) Insurance of the experts;
- e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization(s);
- f) Any other expenses outside the country approved by the Organization(s) concerned.

2. The Organization(s) concerned shall defray such expenses in local currency of the country as are not payable by the Government under Article IV, paragraphs 1 and 2 of this Agreement.

Article IV Administrative and Financial Obligations of the Government

1. The 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 produced within the country;
- d) Transportation of personnel, supplies and equipment for official purposes within the country, including local transport;

- e) Postage and telecommunications for official purposes;
 - f) Such medical services and facilities for technical assistance personnel as may be available to the civil servants of the country.
2. a) The subsistence allowance of experts shall be paid by the Organization(s), but the Government shall contribute towards this payment a lump sum in local currency amounting to 50% of the daily subsistence rate established for the country by the Technical Assistance Board, multiplied by the number of expert man-days spent on mission in the country, provided that the furnishing by the Government of lodging in kind for experts shall be deemed to be the equivalent of a contribution of 40% of the full daily subsistence rate.
- b) The Government will pay its contribution towards the subsistence allowance of experts in the form of an advance before the beginning of each year or of the mutually agreed upon period of months to be covered by the payment, in an amount to be computed by the Executive Chairman of the Technical Assistance Board on the basis of estimates as to the number of experts and length of their services in the country during such year or period, and taking into account any undertaking of the Government to provide lodging in kind for experts. At the end of each year or period, the Government will pay or be credited with, as the case may be, the difference between the amount paid by it in advance and the full amount of its contribution payable in accordance with a) above.

- c) The contributions of the Government towards the subsistence allowance of experts shall be paid to such account as may be designated for this purpose by the Secretary-General of the United Nations, and in accordance with such procedures as may be mutually agreed upon.
- d) The term "expert" as used in this paragraph also includes any other technical assistance personnel assigned by the Organization(s) for service in the country pursuant to this Agreement except any representative in the country of the Technical Assistance Board and his staff.
- e) The Government and the Organization(s) concerned may agree on other arrangements for defraying the cost of subsistence of those experts whose services are made available under a technical assistance programme financed from the regular budget of one of the Organizations.

3. In appropriate cases the Government shall put at the disposal of the Organization(s) such labour, equipment, supplies and other services or property as may be needed for the execution of the work of their experts and other officials, and as may be mutually agreed upon.

4. The Government shall defray such portion of the expenses to be paid outside the country as are not payable by the Organization(s) and as may be mutually agreed upon.

Article V

Facilities, Privileges and Immunities

1. The Government, insofar as it is not already bound to do so, shall apply to the Organization(s), their property, funds and assets, and to their officials, including technical assistance experts, the provisions of the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies.
2. The Government shall take all practicable measures to facilitate the activities of the Organization(s) under this Agreement and to assist experts and other officials of the Organization(s) in obtaining such services and facilities as may be required to carry on these activities. When carrying out their responsibilities under this Agreement, the Organization(s), their experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

Article VI

General Provisions

1. This Agreement shall enter into force upon signature.
2. This Agreement may be modified by agreement between the Organization(s) concerned and the Government. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization(s) concerned and by the Government in keeping with the relevant resolutions and decisions of the assemblies, conferences, councils and other organs of the Organization(s)

Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.

3. This Agreement may be terminated by all or any of the Organization(s), so far as they are respectively concerned, or by the Government upon written notice to the other parties and shall terminate 60 days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization(s) and of the Government, respectively, have on behalf of the parties, signed the present Agreement at this day of
in the language(s) in two copies.

For the Government of

(Designation)

For the United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union and the World Meteorological Organization :

(Executive Chairman of the Technical Assistance Board or other designation)

A N N E X 3

STANDARD
A G R E E M E N T
ON
OPERATIONAL ASSISTANCE

Between

THE UNITED NATIONS AND THE PARTICIPATING AGENCIES
AND THE RECIPIENT GOVERNMENTS

The United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency and the Universal Postal Union (hereinafter called "the Organizations"), members of the Technical Assistance Board and the Government of (hereinafter called "the Government");

Desiring to give effect to the resolutions and decisions of the Organizations relating to technical assistance in public administration, in particular Resolutions 1256 (XIII) and 1946 (XVIII) of the United

Nations General Assembly, which are intended to promote the economic and social development of peoples;

Considering it appropriate to join in furthering the development of the administrative and other public services of ^{*)} have entered into this Agreement in a spirit of friendly cooperation.

Article I

Scope of the Agreement

1. This Agreement embodies the conditions under which the Organizations shall provide the Government with the services of officers to perform functions of an operational, executive and administrative character, as civil servants or other comparable employees of the Government (hereinafter referred to as "the Officers"). It also embodies the basic conditions which shall govern the relationship between the Government and the Officers. The Government and the Officers shall either enter into contracts between themselves, or adopt such other arrangements as may be appropriate concerning their mutual relationships in conformity with the practice of

*) Insert, as appropriate : "and thus to supplement the technical assistance available to the Government under the Revised Technical Assistance Agreement of between the Organizations and the Government".

the Government in regard to its own civil servants or other comparable employees. However, any such contracts or arrangements shall be subject to the provisions of this Agreement, and shall be communicated to the Organizations concerned.

2. The relationship between each Organization and the Officers provided by it shall be defined in contracts which the Organization concerned shall enter into with such Officers. A copy of the form of contract which the Organizations intend using for this purpose is transmitted herewith to the Government for its information, as Annex I to this Agreement. The Organizations undertake to furnish the Government with a copy of each such contract within one month after it has been concluded.

Article II

Functions of the Officers

1. The Officers to be provided under this Agreement shall be available to perform operational, executive, administrative and managerial functions, including training, for the Government or, if so agreed by the Government and the Organization concerned, in other public agencies or public corporations or public bodies or bodies which are not of a public character.

2. In the performance of the duties assigned to them by the Government, the Officers shall be solely responsible to, and be under the exclusive direction of

the Government or the public or other agency or body to which they are assigned; they shall not report to nor take instructions from the Organizations or any other person or body external to the Government, or the public or other agency or body to which they are assigned, except with the approval of the Government. In each case the Government shall designate the authority to whom the Officer shall be immediately responsible.

3. The parties hereto recognize that a special international status attaches to the Officers made available to the Government under this Agreement, and that the assistance provided hereunder is in furtherance of the purposes of the Organizations. Accordingly the Officers shall not be required to perform functions incompatible with such special international status, or with the purposes of the Organizations, and any contract entered into by the Government and the Officer shall embody a specific provision to this effect.

4. The Government agrees that nationals of the country shall be provided as national counterparts to the Officers, and shall be trained by the latter to assume as early as possible the responsibilities temporarily assigned to the Officers pursuant to this Agreement. Appropriate facilities for the training of such counterparts shall be furnished by the Government.

Article III

Obligations of the Organizations

1. The Organizations undertake to provide, in response to requests from the Government, qualified officers to perform the functions described in Article II above.
2. The Organizations undertake to provide Officers in accordance with any applicable resolutions and decisions of their competent organs, and subject to the availability of the necessary funds and of suitable Officers.
3. The Organizations undertake, within the financial resources available to them, to provide administrative facilities necessary to the successful implementation of this Agreement, including the payment of stipends and allowances to supplement, as appropriate, the salaries and related allowances paid to the Officers by the Government under Article IV, paragraph 1 of this Agreement, and upon request, the effecting of such payments in currencies unavailable to the Government, and the making of arrangements for travel and transportation outside of , when the Officers, their families or their belongings are moved under the terms of their contracts with the Organization concerned.
4. The Organizations undertake to provide the Officers with such subsidiary benefits as the Organizations may deem appropriate, including compensation in the event of death, injury or illness attributable to the performance

of official duties on behalf of the Government. Such subsidiary benefits shall be specified in the contracts to be entered into between the Organization concerned and the Officers.

5. The Organizations undertake to extend their good offices towards making any necessary modifications to the conditions of service of the Officers including the cessation of such services, if and when this becomes necessary.

Article IV

Obligations of the Government

1. The Government shall contribute to the cost of implementing this Agreement by paying the Officers the salary, allowances and other related emoluments which would be payable to a national civil servant or other comparable employee holding the same rank to which the Officers are assimilated, provided that if the total emoluments forming the Government's contribution in respect of an Officer should amount to less than twelve and one-half per cent of the total cost of providing that Officer, or to less than such other percentage of such total cost as the competent organs of the Organization shall determine from time to time, the Government shall make an additional payment to the Technical Assistance Board, or to the Organization concerned, as appropriate, in an amount which will bring the Government's total contribution for each Officer to

twelve and one-half per cent or other appropriate percentage figure of the total cost of providing the Officers, such payment to be made annually in advance.

2. The Government shall provide the Officers with such services and facilities, including local transportation and medical and hospital facilities, as are normally made available to a national civil servant or other comparable employee holding the rank to which the Officers are assimilated.

3. The Government shall use its best endeavours to locate suitable housing and make it available to each Officer. It shall provide each Officer with housing if it does so with respect to its national civil servants or other comparable employees and under the same conditions as are applicable to them.

4. The Government shall grant the Officers annual and sick leave under conditions not less favourable than those which the Organization providing the Officers applies to its own officials. The Government shall also make any arrangement necessary to permit the Officers to take such home leave as they are entitled to under the terms of their contracts with the Organization concerned.

5. The Government recognizes the Officers shall :

a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

b) be exempt from taxation on the stipends, emoluments and allowances paid to them by the Organizations;

- c) be immune from national service obligations;
- d) be immune, together with their spouses and relatives dependent upon them, from immigration restrictions and alien registration;
- e) be accorded the same privileges in respect of currency or exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions to the Government;
- f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crises, as diplomatic envoys;
- g) have the right to import free of duty their furniture and effects at the time of first taking up their posts in the country.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Officers or against the Organizations and their agents and employees, and shall hold the Officers, the Organizations and their agents and employees harmless in any case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government, the Executive Chairman of the Technical Assistance Board, where appropriate, and the Organization concerned that such claims or liabilities arise from gross negligence or wilful misconduct of Officers or the agents or employees of the Organization concerned.

7. In forwarding requests for the provision of the services of Officers under this Agreement, the Government shall provide the Organization concerned with such information as the Organization may request concerning the requirements of any post to be filled and the terms and conditions of the employment of any Officer by the Government in that post.
8. The Government shall ensure that, in respect of each post filled, the date upon which the Officer's assignment commences in the Government's service shall coincide with the date of appointment entered in his contract with the Organization.
9. The Government shall do everything within its means to ensure the effective use of the Officers provided, and will, as far as practicable, make available to the Organizations information on the results achieved by this assistance.
10. The Government shall defray such portion of the expenses of the Officers to be paid outside the country as may be mutually agreed upon.
11. Should the services of an Officer be terminated at the initiative of the Government under circumstances which give rise to an obligation on the part of an Organization to pay him an indemnity by virtue of its contract with the Officer, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or other comparable employee of like rank in the event of the termination of his services in the same circumstances.

Article V

Settlement of disputes

1. Any dispute between the Government and any Officer arising out of or relating to the conditions of his service may be referred to the Organization providing the Officer by either the Government or the Officer involved, and the Organization concerned shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence, the matter shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 of this Article.

2. Any dispute between the Organizations and the Government arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 of this Article.

3. Any dispute to be submitted to arbitration shall be referred to three arbitrators for a decision by a majority of them. Each party to the dispute shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the Secretary-General of the Permanent Court of Arbitration to appoint an arbitrator. The procedure of the arbitration shall be fixed by the

arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitration award shall contain a statement of the reasons on which it is based and shall be accepted by the parties to the dispute as the final adjudication thereof.

Article VI

General provisions

1. This Agreement shall enter into force upon signature.

2. The Agreement now in force between the United Nations and the Government, dated (and) between the and the Government dated (and) between the

and the Government dated

is/are hereby superseded and the provisions of this Agreement shall apply to Officers provided under the Agreements(s) now superseded. The provisions of this Agreement shall not apply to Officers provided by any Organization, other than the United Nations, under the regular programme of technical assistance of such Organization, where such regular programme of technical assistance is subject to a special agreement between the Organization concerned and the Government, relating thereto.

3. This Agreement may be modified by agreement between the Organizations and the Government but without prejudice to the rights of Officers holding appointments pursuant to this Agreement. Any relevant matter for which no provision is made in this Agreement shall be

settled by the Organization concerned and by the Government, in keeping with the relevant resolutions and decisions of the competent organs of the Organizations. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.

4. This Agreement may be terminated by any or all of the Organizations so far as they are respectively concerned, or by the Government upon written notice to the other party, and shall terminate sixty days after receipt of such notice. The termination of this Agreement shall be without prejudice to the rights of Officers holding appointments hereunder.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organizations and of the Government, respectively, have on behalf of the parties signed the present Agreement at this day of in the language(s) in two copies.

For the
Government of

For the United Nations, the International Labour Organization, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the International Civil Aviation Organization, the World Health Organization, the International Telecommunication Union, the World Meteorological Organization, the International Atomic Energy Agency and the Universal Postal Union.

(Designation)

(Designation)

Annex

C O N T R A C T

between

The International Telecommunication Union and

The International Telecommunication Union (hereinafter referred to as "the Organization") and

Mr. Mrs. Miss
(hereinafter referred to as "the Officer"),

having regard to the Agreement concluded on

between the Government of
(hereinafter referred to as "the Government") and the
Organizations Members of the Technical Assistance
Board, concerning the provision to the Government of
Officers to perform functions of an operational,
executive and administrative character, as civil ser-
vants or other comparable employees of the Government,

Desiring to specify the conditions under which
the Officer, as employee, agrees to place his services
at the disposal of the Government as his employer,

Desiring furthermore to define the mutual relation-
ship that shall exist in this connection between the
Organization and the Officer,

have entered into the present Contract:

Article I

Functions of the Officer

1. The Officer undertakes to perform for or on behalf of the Government the following functions:

2. As part of his official functions and to the maximum extent approved by the Government, the Officer shall promote and assist in the training of new talent with a view to increasing the supply of competent officials available to the Government.

3. The functions referred to under paragraph 1 of this Article may be changed from time to time by mutual agreement between the Government and the Officer, subject to the approval of the Organization.

Article II

Obligations of the Organization

1. The Organization shall provide the Officer with a stipend equivalent to US\$ per annum. The stipend shall be paid monthly in the following currencies:

2. The Organization shall provide the Officer with allowances, grants and benefits as established in the annexes to this Contract.

3. The Organization shall reimburse any income taxes which may be levied by the country of the Officer's nationality or normal residence on the salary and related emoluments received from the Government, and on the stipend and any of the allowances or emoluments paid by the Organization. This reimbursement shall be computed without regard to any income except that mentioned in the preceding sentence.

4. If, at the time of his appointment, the Officer is a full or associate participant of the United Nations Joint Staff Pension Fund and is eligible to continue his participation under the regulations of the Pension Fund, the Organization shall continue to pay its share of contribution into the Pension Fund.

5a) The Organization shall make arrangements under which compensation shall be granted should the Officer suffer death, injury or illness, determined by the Organization

to have been attributable to the performance of official duties for or on behalf of the Government under this Contract. In paying indemnities hereunder, the Organization shall take into account compensation payments by the Government, by the Government of the Officer's nationality or normal residence, benefits from the United Nations Joint Staff Pension Fund and, where applicable, payments to the Officer or his beneficiaries under the Organization's insurance policies.

b) In the event of death of the Officer or of his recognized dependents, the Organization shall pay the expenses of transportation of the body from the place of death to a place to which it is entitled to return transportation. These expenses will include reasonable costs for preparation of the body.

6. The benefits mentioned in this Article shall be provided by the Organization under terms, conditions and definitions generally the same as those applicable to its staff members in the category of project personnel.

Article III

Obligations of the Officer

1. The Officer shall be responsible to the Government. In the performance of his duties, he shall neither seek nor accept instructions from any other Government or from any other authority external to the Government.
2. The Officer shall conduct himself at all times with the fullest regard for the aims of the Organization and in a manner befitting his status under this Contract. He shall not engage in any activity that is incompatible with the purposes of the Organization or the proper discharge of his duties with the Government. He shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on his status, or on the integrity, independence and impartiality which are required by that status. While he is not expected to give up his national sentiments or his political and religious convictions, he shall at all times bear in mind the reserve and tact incumbent upon him by reason of his status.
3. The Officer shall exercise the utmost discretion in regard to all matters of official business. He shall not communicate to any person any information known to him by reason of his official position with the Government which has not been made public, except in the course of his duties or by authorization of the Government. Nor shall he at any time use such information to private advantage. These obligations do not cease upon completion of service under this Contract.

Article IV

Duration and Termination of Contract

1. Subject to the provisions of paragraph 3 of this Article, this Contract is concluded for a period of

The services of the Officer shall commence on

This Contract expires without further notice at the end of the period stated in this paragraph.

2. This Contract does not carry any expectancy of renewal or of conversion to any type of appointment in the Secretariat of the Organization.

3. This Contract may be terminated by either party upon one month of written notice. Should the Organization so terminate the Contract, it shall pay to the Officer an indemnity equal to for each month of uncompleted service under this Contract.

However, no indemnity shall be due if the termination of the Contract is based on the misconduct of the Officer or on the non-observance by the Officer of the obligations incumbent upon him under Article III of this Contract.

Article V

Settlement of Disputes

The Organization shall establish appropriate machinery to hear and to decide disputes between itself and the Officer in which the latter asserts non-observance of the terms of this Contract.

Article VI

Waiver of Immunities

Any privileges and immunities to which the Officer may be entitled under the Agreement of

referred to in the preamble of this Contract may be waived by the Organization where, in its opinion, the immunity would impede the course of justice, and can be waived without prejudice to the interests of the Organization or to the effective performance by the Officer of his functions.

Article VII

General Provisions

1. This Contract shall enter into force upon signature.
2. This Contract may be modified by agreement between the Organization and the Officer, and specifically in the light of such modifications as may from time to time be made in the Agreement referred to above between the Organization and the Government.
3. While the Officer does not have the status of an official or a staff member of the Organization, any relevant matter for which no provision is made in this Contract shall be settled according to the administrative practices of the Organization.

In witness whereof the undersigned have affixed their signatures.

(the Officer)

(for the

Organization)

(date)

(date)

A N N E X 4

AGREEMENT BETWEEN THE UNITED NATIONS SPECIAL FUND AND THE INTERNATIONAL TELECOMMUNICATION UNION CONCERNING THE EXECUTION OF SPECIAL FUND PROJECTS

Whereas the United Nations Special Fund, on the basis of Resolution 1240 (XIII) of the General Assembly, has agreed to provide certain Governments with assistance in carrying out projects for the purpose of promoting social progress and better standards of life and advancing the economic, social and technical development of peoples;

whereas the Managing Director of the Special Fund desires to obtain the services of the International Telecommunication Union (hereinafter referred to as the Executing Agency) to execute certain projects;

whereas Resolution 1240 (XIII) of the General Assembly provides that the Managing Director of the Special Fund shall establish and maintain close and continuing working relationships with the Specialized Agencies and the International Atomic Energy Agency concerned with those fields of activity in which the Special Fund will operate and that projects shall be executed, whenever possible, by the Specialized Agencies or the International Atomic Energy Agency concerned; and

whereas the Administrative Council of the Executing Agency on behalf of that Agency has agreed to cooperate with the Special Fund on this basis;

now therefore the Managing Director of the Special Fund and the Secretary-General of the Executing Agency have agreed as follows:

Article I

Performance of work by Executing Agency

1. The Executing Agency agrees to carry out each project in accordance with a Plan of Operation which shall be agreed to by the Special Fund, the Government and the Executing Agency. The terms of this Agreement shall apply to each Plan of Operation.

2. The Executing Agency shall commence execution of each project upon receipt of written authorization to do so from the Managing Director. If the Managing Director, after consultation with the Executing Agency, considers it to be necessary to suspend the execution of the project, he shall so notify the Executing Agency which shall thereupon suspend forthwith all further operations, after which discussion will be entered into as to future action.

Article II

Conclusion of agreement with Governments

1. The Special Fund will enter into an agreement with each Government at whose request a project is undertaken by the Executing Agency in terms substantially similar to those set forth in the Appendix to this Agreement. Any substantial variation of these terms directly affecting the Executing Agency will be applicable to it only with its concurrence.

2. The Executing Agency may enter into an agreement with a Government consistent with the terms hereof concerning the execution of a project. Any such agreement shall be subject to provisions of the Agreement referred to in the preceding paragraph and shall require the prior concurrence of the Managing Director.

Article III

Executing Agency's Status in carrying out projects

The Executing Agency shall have the status vis-à-vis the Special Fund of an independent contractor, and its personnel shall not be considered as staff members or agents of the Special Fund. Without restricting the generality of the preceding sentence, the Special Fund shall not be liable for the acts or omissions of the Executing Agency or of persons performing services on behalf of the Executing Agency. The Executing Agency shall not be liable for the acts or omissions of the Special Fund or of persons performing services on behalf of the Special Fund.

Article IV

Information regarding projects

1. The Managing Director of the Special Fund and the Government shall have the right to observe at any time the progress of any operations carried out by the Executing Agency under this Agreement, and the Executing Agency shall afford full facilities to the Managing Director and the Government for this purpose.

2. The Managing Director of the Special Fund shall have the right to be furnished with such written information on any project as he may require, including supporting documentation of the kind mentioned in Article VII below.

3. The Managing Director of the Special Fund shall supply to the Executing Agency all appropriate information becoming available to him in connection with any operations carried out by the Executing Agency under this Agreement.

Article V

Costs of projects

1. The Executing Agency agrees to perform, without charges to the Special Fund, such part of each project as it may be in a position to undertake without any additional expense to itself.

2. Each Plan of Operation shall include :

a) a project budget in which operations shall be shown chronologically in stages, with estimates of anticipated obligations and cash disbursements shown separately for each stage;

b) if required, a budget of other expenses necessarily and reasonably estimated to be incurred by the Executing Agency in the executing of projects in an amount to be mutually agreed by the Special Fund and the Executing Agency after taking account of such facilities as the Executing Agency may be in a position to provide without charge.

3. The estimates to be included in the budgets referred to in the preceding paragraph shall cover all the cash expenditures to be made by the Executing Agency.

Article VI

Manner of payment

1. The Managing Director of the Special Fund shall notify to the Executing Agency earmarkings within the budgetary authorizations included in the Plan of Operation. Such earmarkings shall constitute the financial authority for the Executing Agency to incur obligations and expenditure in respect of a project in accordance with the Plan of Operation and the budgetary provisions contained therein.

2. In making the earmarkings, the Managing Director shall take account of the operational stages specified in the Plan of Operation and the extent to which the Plan of Operation requires the incurring of obligations going beyond any particular operational stage.

3. The earmarkings made by the Managing Director shall so far as the Executing Agency is concerned, not be related to any particular category of income received by the Special Fund.

4. The Managing Director shall arrange for cash remittances to the Executing Agency as required by the Executing Agency for the purpose of covering cash disbursements arising out of obligations incurred within the limit of earmarkings notified by the Managing Director.

5. The accounts of a project shall be closed as soon as practicable, and normally within twelve months after the completion of the programme of work set out in the Plan of Operation, and earmarkings not utilized shall then lapse. In agreement with the Managing Director provision shall be made for unliquidated obligations valid at the closing of the accounts.

Article VII

Records, Accounts, Vouchers

1. The Executing Agency shall maintain accounts, records and supporting documentation relating to operations under this Agreement in accordance with its financial regulations and rules in so far as applicable.
2. The Executing Agency shall furnish to the Special Fund periodical reports on the financial situation of the operations at such times and in such form as may be agreed by the Managing Director and the Executive Head.
3. The External Auditor of the Executing Agency shall examine and report upon the Executing Agency's accounts and records relating to operations under this Agreement.
4. The planning of external audits and coordination between external audits of a project shall be effected through the Joint Panel of External Auditors of the United Nations and Specialized Agencies.
5. Without restricting the generality of paragraph 3 above, the Executing Agency shall submit to the Managing Director of the Special Fund audited statements of accounts as soon as possible after the close of each

financial period and as soon as practicable after the completion of a project together with the External Auditor's Reports thereon.

Article VIII

Expenses of preparation of projects

1. The Managing Director will defray to the Executing Agency clearly identifiable additional expenses incurred by the Executing Agency with the prior consent of the Managing Director during the examination of requests from Governments and the preparation of projects.
2. The Managing Director may authorize the incurring of commitments in respect of a project approved by the Governing Council but for which a Plan of Operation has not yet been agreed.

Article IX

Currency and rates of exchange

1. The Managing Director and the Executing Agency shall consult each other regarding the use of currencies available to them, with a view to the effective utilization of such currencies.
2. The Managing Director of the Special Fund may establish operational rates of exchange for transactions between the Special Fund and the Executing Agency under this Agreement. Such rates of exchange may be revised by the Managing Director in accordance with the Financial Regulations of the Special Fund.

Article X

Revision of financial arrangements

Without prejudice to obligations already incurred by the Executing Agency, the Managing Director of the Special Fund may, in agreement with the Government and the Executing Agency, adjust the main categories of expenditure within a Project Budget (viz, experts, fellowships, equipment) within the total approved therefor by the Governing Council of the Special Fund and may otherwise revise the financial arrangements for a project. Within the total budget approved for each project by the Governing Council, the Executing Agency may in accordance with operational necessity adjust any main category of expenditure by not more than 5 per cent thereof. Subject to the foregoing limitation, the Executing Agency may make any necessary detailed adjustments.

Article XI

Immunities of Subcontractor

In the event that the Executing Agency retains the services of any firm or organization to assist it in the execution of any project, the privileges and immunities to which such firm or organization and its personnel may be entitled under any agreement between the Special Fund and a Government may be waived by the Executive Head of the Executing Agency where in his opinion the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project concerned or to the interests of the Special Fund or the Executing Agency; the Executive Head of the Executing Agency will waive such immunity in any case in which the Managing Director of the Special Fund so requests.

Article XII

General Provisions

1. This Agreement shall enter into force upon signature and shall continue in force until terminated under paragraph 3 below.
2. This Agreement may be modified by written agreement between the parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each party shall give full and sympathetic consideration to any proposal advanced by the other party under this paragraph.
3. This Agreement may be terminated by either party by written notice to the other and shall terminate sixty days after receipt of such notice.
4. The provisions of Articles IV through VII, inclusive, of this Agreement shall survive its expiration or termination to the extent necessary to permit an orderly settlement of accounts between the parties and, if appropriate, with the Government.

In witness whereof the undersigned, duly appointed representatives of the Special Fund and of the Executing Agency, respectively, have on behalf of the parties signed the present Agreement at this day
of .

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LIST OF ABBREVIATIONS

ECA	Economic Commission for Africa
ECAFE	Economic Commission for Asia and the Far East
ECOSOC	Economic and Social Council
FAO	Food and Agriculture Organization
IACB	Inter-Agency Consultative Board
IAEA	International Atomic Energy Agency
ICAO	International Civil Aviation Organization
IDA	International Development Association
IFC	International Finance Corporation
ILO	International Labour Organization
IMCO	International Maritime Consultative Organization
ITU	International Telecommunication Union
UNDP	United Nations Development Programme
UNESCO	United Nations Educational, Cultural and Scientific Organization
UPU	Universal Postal Union
WHO	World Health Organization
WMO	World Meteorological Organization

