

October 10, 1960

AGREEMENT BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS AND THE GOVERNMENT OF THE PHILIPPINES FOR THE PROVISION OF TECHNICAL ASSISTANCE TO THE GOVERNMENTS OF THE INDO-PACIFIC REGION IN THE FORM OF A TRAINING CENTER ON FISH PROCESSING TECHNOLOGY

Note: The Agreement entered into force, October 10, 1960.

Reference: This Agreement is also published in III DFA TS Mo. 3, p. 98.

The Food and Agriculture Organization of the United Nations (hereinafter called "the Organization") and the Government of the Republic of the Philippines (hereinafter called "the Government") desire, subject to the necessary funds being available to the Organization, to give effect to Resolution 304 (iv) of an Expanded Program of Technical Assistance for Economic Development of Under developed Countries adopted by the General Assembly of the United Nations on 16 November 1949, through the establishment and operation of a Training Centre on Fish Processing Technology (hereinafter called "the Centre") at Quezon City, Philippines for the benefit of governments of countries in the Indo-Pacific region (hereinafter called "the Participating Countries").

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

ARTICLE I

TECHNICAL ASSISTANCE TO BE PROVIDED

1. The Centre shall be conducted by the Organization in cooperation with and assisted by the Governments, for a period not exceeding six (6) weeks to commence on or about 6 March 1961.
2. The Centre shall be established at Quezon City, Philippines, with field trips to such fishing centres as shall be mutually agreed between the Government and the Organization, and shall provide a course of study for not more than thirty (30) participants (hereinafter called "the Participants") from the Participating Countries, of which five (5) shall be from the host country.
3. The official language of the Centre shall be English.
4. The Government shall provide the following staff (hereinafter called "the Staff")
 - (a) One (1) Director of the Centre (hereinafter called "the Director") who shall continue to receive his normal salary from the Government but who shall be a consultant to the Organization for the duration of the Centre. The Director shall be responsible for the coordination of local facilities and the arrangement of field trips and projects included in the Centre

program and shall be jointly responsible with the Associate Director provided by the Organization under paragraph 5(a) (i) below for the operation and management of the Centre.

(b) Not more than five (5) lecturers and/or demonstrators for the Centre, as designated by mutual agreement between the Government and the Organization.

(c) One (1) or two (2) administrative officers to arrange reception, accommodation, transport, field trips, equipment, materials, supplies, etc.

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

5. The Organization shall:

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

(i) One (1) Associate Director of the Centre (hereinafter called "the Associate Director") who shall be jointly responsible with the Director for the organization and management of the Centre program and who shall also serve as a lecturer at the Centre.

(ii) Not more than five (5) lecturers who shall be specialists in fields related to fish processing

(iii) One (1) Administrative Officer who shall serve under the Associate Director in carrying out administrative duties at the Centre

(b) Issue invitations within the limits established in paragraph 2 above to the Governments of the Participating Countries to nominate two participants each to the Centre, except that the Government of the Republic of the Philippines may send up to five (5) Participants, in accordance with the terms of paragraph 2 of the present Article. The Organization may, having regard to the availability of vacancies at the Centre, issue further invitations to the Governments of the Participating Countries to send additional Participants. The Participants shall be persons nominated by the Governments of the Participating Countries and approved by the Organization.

(c) Before the commencement of the Centre, prepare a detailed Centre program which shall include lectures, discussions and demonstrations in both classroom and field.

(4) At the conclusion of the Centre, arrange for the publication of a report on the Centre's activities.

ARTICLE II

LIAISON

The Government designates the Bureau of Fisheries, Department of Agriculture and Natural Resources as the central coordinating agency with which the Organization shall deal in connection with the technical assistance rendered under this Agreement.

ARTICLE III

DETAILED ADMINISTRATIVE AND FINANCIAL OBLIGATIONS

1. The obligations of the Government, which will be fulfilled through the Bureau of Fisheries, shall be as follows:

(a) The Government shall pay any necessary salaries, medical expenses and the cost of travel and subsistence to and from the Centre of the Staff, and shall continue to pay such costs during the period of their assignment at the Centre.

(b) The Government shall pay the costs of any medical care and hospitalization of the Personnel during the period in which they are assigned to the Centre.

(c) The Government shall make available, as determined by mutual agreement with the Organization, all lectures, laboratory and demonstration facilities, office space, and all equipment and supplies, except as specified under paragraph 2(g) below.

(d) The Government shall provide or pay for the Participants, the Personnel and the Staff the cost of transportation within the Republic of the Philippines, including field trips which form part of the Centre program, and the provision or cost of any necessary demonstrations arising therefrom.

(e) The Government shall provide or pay the cost of all official telephones, telegraph, postal and other communications within the Republic of the Philippines in connection with the Centre.

(f) The Government shall provide or pay the cost of transportation within the Republic of the Philippines of all equipment and supplies provided under this Agreement.

(g) The Government shall provide for or pay the cost of any local duplication or mimeographing of documents required in connection with the Centre.

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

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

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