

No. 52467*

**Canada
and
Food and Agriculture Organization of the United Nations**

Agreement between the Government of Canada and the Food and Agriculture Organization of the United Nations. Rome, 22 January 1971

Entry into force: *22 January 1971 by signature, in accordance with article 7*

Authentic texts: *English and French*

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**Canada
et
Organisation des Nations Unies pour l'alimentation et
l'agriculture**

Accord entre le Gouvernement du Canada et l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture. Rome, 22 janvier 1971

Entrée en vigueur : *22 janvier 1971 par signature, conformément à l'article 7*

Textes authentiques : *anglais et français*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 14 janvier 2015*

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[ENGLISH TEXT - TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF CANADA
AND
THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

WHEREAS the Government of Canada, hereafter referred to as the "Government", and the Food and Agriculture Organization of the United Nations, hereafter referred to as "FAO", wish to collaborate in the use of Associate Experts for the provision of technical assistance to developing countries,

and

WHEREAS FAO welcomes the offer by the Government to finance Canadian Associate Experts for assignment in developing countries to development programmes and projects administered by FAO,

and

WHEREAS the Government and FAO feel confident that the responsibilities devolving upon each as a result of entering into this agreement will be fulfilled in a spirit of friendly cooperation and on the basis of mutual understanding,

NOW THEREFORE the parties to this Agreement hereby agree as follows:

Article 1

Definitions

1.01 In this Agreement:

- a) "Associate Expert" means a professional Staff Member of FAO associated with a Staff Member of that organization pursuant to a special trust arrangement (described in Article 4 of this Agreement) between the Government and FAO.
- b) "Field Staff Member" means an Associate Expert engaged on an assignment other than at the headquarters of FAO in Rome.

Article 2

Recruitment Procedures

2.01 FAO undertakes to provide relevant descriptions of, and all pertinent information on, any and all openings for Associate Experts to be utilized in the work of FAO, whenever and wherever such openings may occur. "Pertinent information" shall include, amongst other things, wherever possible, the name, nationality and qualifications of the Staff Member or Members under whom the appointee would be working.

2.02 The Government shall suggest candidates for only those positions which it wishes specifically to fill. The Government shall suggest only persons who are Canadian Citizens and, to the best knowledge of the Government, are deemed qualified for the position for which they have been suggested. It shall not, however, offer any assurance to FAO with respect to the adequacy of the qualifications and the ability of any person whom it has suggested and it shall assume no responsibility whatever for any candidate after his acceptance by FAO.

2.03 FAO's decision with respect to the approval or rejection of a candidate suggested by the Government shall be final, subject to clearance by the recipient country, but in either event FAO shall make every effort to inform the Government of its decision concerning any person suggested by the Government with the least possible delay.

Article 3

Terms of Appointment

3.01 Having been accepted by FAO and having agreed to the required letters of appointment, an Associate Expert shall be appointed by FAO as a Field Staff Member of FAO at a grade and level to be agreed upon by the Government and FAO, and shall be subject to the rules and regulations of FAO as indicated in his letters of appointment. He shall be expected to assist the Staff Member or Members specified in the description of the opening referred to in Article 2.01 for which he has made application, in carrying out, to the best of his ability, the duties specified therein. An Associate Expert shall enjoy the same privileges as are extended by FAO to other Field Staff Members of FAO.

3.02 Associate Experts shall serve with FAO for an initial period of one year. It is understood that the initial period of service may be extended by mutual agreement between FAO and the Government.

3.03 The performance of each Associate Expert shall be subject to evaluation by FAO which will submit periodic reports to the Government based on its evaluation.

Article 4

Financial Arrangements

4.01 The Government shall, subject to appropriation of the necessary funds, pay into the following Trust Fund account on the conclusion of this Agreement a sum in

U.S. dollars sufficient to cover the mutually agreed estimated cost to FAO of the Associate Experts to be appointed pursuant to this Agreement, in accordance with the provisions of Article 3.01 of this Agreement, such sum to include a charge of 12 per cent to cover FAO's supervisory and administrative expenses:

FAO/UN General Dollar Account,
Chase-Manhattan Bank,
1 Chase-Manhattan Plaza,
New York 15, New York

4.02 Not later than one month prior to the end of each calendar year FAO shall provide to the Government an accounting of monies disbursed during the current year, an estimate of further expenditures to be incurred to the end of the current year, and an estimate of the amounts required for implementation of this Agreement for the subsequent annual period, and shall request the Government to deposit the amount of the mutually agreed contribution payable for such period, subject to the proviso of paragraph 4.01 of this Article.

4.03 Deposits should carry an indication that they are for the credit of Trust Fund No. 61 (sixty one).

4.04 All costs incurred by FAO in the implementation of this Agreement will be charged to funds provided by the Government to the Trust Fund. These costs will include the following:

- a) salaries and allowances;
- b) transportation to and from the duty station and related costs and allowances;
- c) travel to and from the duty station for dependents and related costs and allowances;
- d) premium costs of compulsory participation in the FAO/UN pension fund and insurance schemes against sickness, disability and death;