

No. 1259

**EGYPT
and
WORLD HEALTH ORGANIZATION**

**Agreement for the provision of services by the World
Health Organization in Egypt. Signed at Alexandria,
on 25 August 1950**

Official text: English.

Registered by Egypt on 26 June 1951.

**ÉGYPTE
et
ORGANISATION MONDIALE DE LA SANTÉ**

**Accord concernant la fourniture de services en Égypte par
l'Organisation mondiale de la santé. Signé à Alexandrie,
le 25 août 1950**

Texte officiel anglais.

Enregistré par l'Égypte le 26 juin 1951.

No. 1259. AGREEMENT¹ BETWEEN THE GOVERNMENT OF EGYPT AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF SERVICES BY THE WORLD HEALTH ORGANIZATION IN EGYPT. SIGNED AT ALEXANDRIA, ON 25 AUGUST 1950

The Government of Egypt represented by the Minister of Foreign Affairs of the one part

and

The World Health Organization represented by the Regional Director of the Eastern Mediterranean Area of the other part

BEING DESIROUS of regulating the conditions which shall govern services to be provided by the World Health Organization in Egypt,

HAVE AGREED as follows :

Article I

PROVISION OF SERVICES

- (a) On the request of the Government of Egypt and in accordance with the policies adopted by the World Health Assembly and the Executive Board, the World Health Organization (hereinafter called the Organization) shall, within its determination of requirements and resources and subject to its budgetary limitations, render in Egypt technical and advisory assistance or other services.
- (b) The Organization shall, if necessary, provide the whole or part of such supplies, materials and equipment as may be required for the execution of the said assistance or services.
- (c) Staff may be assigned by the Organization to perform technical and advisory or other duties deemed necessary to facilitate the execution of the programme in Egypt and such office or offices established in Egypt as may be necessary.

¹ Came into force on 7 December 1950, in accordance with article XI.

Article II

DURATION OF OPERATIONS AND SERVICES

The Organization shall provide such assistance or services for such period, as may be mutually agreed in accordance with Article VIII, having regard to the particular requirements of the programme in each instance.

Article III

ASSISTANCE BY THE GOVERNMENT OF EGYPT

The Government of Egypt shall assist by providing such office or other accommodation as may be required with water, light, telephone, power (and heating) and by providing any other materials, supplies, equipment, facilities or personnel which may be agreed upon in accordance with Article VIII.

Article IV

EXPENSES

- (a) The Organization shall make provision for the following expenses :
- (i) The salaries and allowances of its staff assigned to perform duties in Egypt, but not including installation, subsistence and cost of living provisions within Egypt;
 - (ii) Travel costs to and from Egypt;
 - (iii) Subject to the provisions of paragraph (c) below the cost of materials, supplies and equipment required for demonstration purposes and transportation costs for such materials, supplies and equipment to and from Egypt.
- (b) The Government of Egypt shall make provision for those costs of the services provided for in this agreement as may be met in its own national currency including :
- (i) Salary and expenses of staff provided under the provisions of Article III, including technical personnel and clerical or other auxiliary personnel;
 - (ii) Office and other accommodation, facilities and supplies, including public services such as telephone, electricity power, heating, etc., office equipment and stationary supplies;
 - (iii) Transportation and travel expenses within Egypt;

- (iv) Operational and administrative expenses or costs with respect to the reception, unloading, warehousing, transportation and operation or use within Egypt of the materials, supplies and equipment furnished by the Organization;
 - (v) Workman's compensation, industrial insurance or other obligatory insurance for staff provided under Article III in accordance with the municipal or local legislation in Egypt;
 - (vi) Loss, damage, accident or injury to persons or property arising out of the implementation of any programme under this agreement, provided that this shall not apply to accident or injury incurred by any member of the WHO staff.
- (c) In accordance with the resolution of the tenth plenary session of the Second World Health Assembly concerning reimbursement by Governments for materials, supplies and equipment, the Government of Egypt undertakes to reimburse in its own currency the organization for the cost, including transportation, of any materials, supplies and equipment furnished by virtue of arrangements concluded under Article VIII to Egypt by the Organization. All such payments shall be deposited in such bank or banks as may be designated by the Organization.

Article V

PRIVILEGES AND IMMUNITIES

- (a) For the purposes of this agreement the Government of Egypt shall extend to the Organization for the attainment of its aims and for the performance of its duties in Egypt and to its staff while engaged in the business of the Organization in Egypt the privileges and immunities provided for in Article VII, sections 7 and 8 of the second article, and sections 17 and 18 of the fifth article of the General Convention on the Privileges and Immunities of the United Nations¹ as approved by the Government of Egypt under Law 117 of 1948, pending the approval by the Government of Egypt of the privileges and immunities set forth in the General Convention on the Privileges and Immunities of the Specialized Agencies² together with its

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

² United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, pp. 316, 318 and 320; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 446; Vol. 90, p. 323, and Vol. 91, p. 376.

Annex VII, as approved by the World Health Assembly on 17 July 1948.

This is without any prejudice to the right of the Egyptian Government to adopt any general or individual arrangement concerning immigration and sojourn of aliens.

Article VI

RATES OF EXCHANGE

For the purpose of this Agreement rates of exchange shall be calculated at the most favourable rate officially recognized by the Government of Egypt.

Article VII

TAXATION

- (a) Any sums payable to the Organization under Article IV (c) of this Agreement shall be exempt from taxation.
- (b) Staff of the Organization, irrespective of nationality, assigned to Egypt, shall be exempt from taxation on their salaries and other emoluments.
- (c) The Government of Egypt will take such action as may be necessary to ensure that any materials, supplies and equipment furnished, used or operated by the Organization, and the personal effects of the staff of the Organization are exempted from any tax, fee, toll or other duty in Egypt.

Article VIII

IMPLEMENTATION OF THE AGREEMENT

For the requirements of each programme this Agreement will be implemented by special arrangements to be concluded between the Ministry of Health of the Government of Egypt and the Organization.

Article IX

SETTLEMENT OF DISPUTES

Any difference between the Government of Egypt and the Organization arising out of the interpretation or application of this Agreement or of any supplementary agreement or arrangement thereto which is not settled by negotiation shall be submitted for decision to a board of three arbitrators; the first to be appointed by the Government of Egypt, the second by the Director-General of the Organization, and the third, the presiding arbitrator, by the arbitrators

duly appointed by the parties, unless in any specific case the parties hereto agree to resort to a different mode of settlement.

Article X

REVISION AND TERMINATION

- (a) This Agreement may be revised at the request of either party. In this event the two parties shall consult each other concerning the modifications to be made in its provisions.
- (b) This Agreement may be terminated by either party on 31 December of any year by notice given to the other party not later than 30 September of that year, provided that in the event of such termination the Organization preserves the right to discontinue any programme in course of execution under this Agreement and to withdraw any staff or facilities provided by virtue of Articles I and VIII thereof.

Article XI

ENTRY INTO FORCE

This Agreement shall come into force following exchange of documents attesting its ratification according to standing constitutional procedure.

IN FAITH WHEREOF this Agreement was done and signed at Alexandria on this Twenty-fifth day of August 1950 in two copies in English.

For the World Health
Organization :

(*Signed*) Ali TEWFIK CHOUCHA
Regional Director

For the Government
of Egypt :

(*Signed*) M. SALAH EL DINE
Minister of Foreign Affairs