

No. 1422

**WORLD HEALTH ORGANIZATION
and
ETHIOPIA**

**Basic Agreement for the provision of technical assistance.
Signed at Addis Ababa, on 2 July 1951, and at Alexandria, on 9 July 1951**

Official text: English.

Registered by the World Health Organization on 20 September 1951.

**ORGANISATION MONDIALE DE LA SANTÉ
et
ÉTHIOPIE**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Addis-Abéba, le 2 juillet 1951,
et à Alexandrie, le 9 juillet 1951**

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 20 septembre 1951.

No. 1422. BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF ETHIOPIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT ADDIS ABABA, ON 2 JULY 1951 AND AT ALEXANDRIA, ON 9 JULY 1951

Through their undersigned duly authorized representatives, the United Nations World Health Organization (hereinafter called the "Organization") and the Government of Ethiopia (hereinafter called the "Government") agree as follows :

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organization, subject to the availability of funds, shall arrange for technical assistance in the form of personnel, equipment, supplies or fellowships as may be agreed upon, on public health projects and/or controls connected with its programme of economic development, and the Government will cooperate with the Organization to this end. Such technical assistance will be furnished in accordance with the Observations and Guiding Principles of Annex I to Part A of Resolution 222 (IX)² of the Economic and Social Council of the United Nations. The personnel shall be selected by the Organization after consultation with the Government.

(b) The Organization shall, within the limits stated in paragraph (a) arrange for the personnel to arrive in the country as soon as practicable in order to carry out the purposes of the projects and/or controls as defined on the attached annexes.

(c) The personnel, shall, in the course of the advisory work, make every effort to instruct such of the Government's technical staff as may be associated with the personnel, in the methods, techniques and practices of their work and in the principles on which these are based, and the Government shall, whenever practicable, attach technical staff to the personnel for this purpose.

¹ In accordance with the provisions of the last paragraph, the Agreement is deemed to be in force as from 2 July 1951.

² United Nations, *Treaty Series*, Vol. 76, p. 132.

(d) Grants for study, training and observation abroad will be made available, where applicable as part of an agreed project of technical assistance, to train suitable individuals in fields associated with the technical assistance which is being rendered. Such study grants will be administered under the fellowship regulations of the World Health Organization.

(e) As part of the technical assistance to be furnished under this Agreement and annexes, the Organization may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(f) The personnel shall be solely responsible to and under the supervision and direction of the Organization.

Article II

CO-OPERATION OF THE GOVERNMENT

(a) The Government shall provide or permit access to adequate information; facilitate appropriate contacts with Government agencies or individuals; give full and prompt consideration to the technical assistance received; utilize individuals benefiting from foreign study grants, referred to in Article I (d), in fields directly related to the subjects studied abroad; undertake to continue the work initiated or recommended by the expert(s).

(b) The Government shall designate the Ministry of Health or other appropriate authority to meet the purpose of paragraph (a) above and as the Agency with which the Organization shall deal to further implement the technical assistance rendered to the country under this Agreement and annexes.

(c) The Government confirms that no requests for technical assistance on the matters specified in the attached annexes has been or is being made to any other international organization or government, except under the provisions of Article VI (c).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organization shall defray the costs of rendering the technical assistance provided, which are payable outside the country and of the technical and other equipment or supplies as may be appropriate. Any such equipment or supplies provided by the Organization shall remain the property of the

Organization unless and until title thereto is transferred to the Government on terms agreed upon. Specifically the Organization will pay for :

- (i) The salaries of the personnel sent by the Organization;
- (ii) the cost of subsistence and travel of the personnel from their place of recruitment to the point of entry into the recipient country;
- (iii) the expenses involved in any other necessary travel outside that country;
- (iv) the costs of any insurance provided for the personnel sent by the Organization;
- (v) the expenses incurred in technical testing referred to in paragraph (e) of Article I;
- (vi) technical or other equipment or supplies, as appropriate.

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be provided under this Agreement as can be paid for in local currency, namely :

- (i) the cost of lodging of suitable standard for the personnel;
- (ii) the cost of board and lodging for personnel for days of travel on duty within the country involving absence from their station;
- (iii) the medical care and hospitalization of personnel;
- (iv) the transportation of personnel on duty within the country;
- (v) all telephone, telegraph, postal and other communication expenses;
- (vi) any taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Article IV.

(c) For the purpose of meeting the expenses under paragraph (b) above, the Government shall establish and maintain a local currency fund which shall at no time be less than the sum specified in the annexes. This fund will be placed at the disposal of the Organization and will be administered by the person designated by the Organization to this effect. Any unused balance will be returned to the Government on the termination of the project upon which the personnel are engaged.

(d) In addition to the above, the Government shall provide to the personnel at its own expense :

- (i) adequate office facilities;

- (ii) the necessary secretarial, interpreter-translator and related assistance as mentioned in each annex or as agreed with the senior member of the personnel;
- (iii) any other facilities mutually agreed upon.

The Government shall assume all administrative and financial responsibilities related to the provision of the facilities in this paragraph.

(e) In appropriate cases the Government shall provide such land, labour, equipment etc. as may be needed and which will be determined for each project and/or control or as the need arises in agreement with the Organization.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Organization under Article I, and to assist the personnel in obtaining such services and facilities as may be required to carry on those activities.

(b) Notwithstanding that the Government may or may not become a party to the Convention of the Privileges and the Immunities of the Specialized Agencies,¹ in respect of the United Nations World Health Organization, the Government shall apply to the expert personnel the privileges and immunities accorded to the Organization and its officials in Articles III, IV, VI and VIII of that Convention.

(c) The Organization and the personnel for technical assistance shall have the benefit of the most favourable rate for conversion prevailing at the time of any conversion made in carrying out their responsibilities under this Agreement, in accordance with the legal provisions on this matter.

Article V

PUBLICATION OF FINDINGS

The Government shall arrange for the publication of information, or shall provide, for study and analysis, material suitable for publication by the Organization, regarding the results of the technical assistance provided under the terms of this Agreement and the experience derived therefrom, including any report or findings of the expert(s). Such publication, whether by the Government, or by the or through the Organization, shall be undertaken only after agreement between the parties to this Agreement.

¹ 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. 447; Vol. 90, p. 323; Vol. 91, p. 376; Vol. 92, p. 400; Vol. 96, p. 322, and Vol. 101, p. 288.

Article VI

MODIFICATION OF AGREEMENT, ANNEXES AND TERMINATION

(a) The Organization and the Government shall give sympathetic consideration to any representations which either may make with regard to the modification of this Agreement. Any such modifications shall be by mutual consent.

(b) The Organization and the Government shall, to the extent necessary, enter into supplemental agreements which shall be in the form of annexes to be attached to this Basic Agreement. These annexes shall cover each individual project and/or control to which the provisions of the Basic Agreement shall automatically apply.

(c) The Government and Organization agree to the use, if and when required for the implementation of any of the Technical Assistance Projects or Controls included in the annexes to this Basic Agreement, of the services or funds of any Agency or other Organization to the extent mutually agreed upon.

(d) This Agreement may be terminated by either party on thirty days' written notice to the other, and termination of this Basic Agreement shall imply the termination of any annexes.

(e) Any differences as to the interpretation of this Agreement that are not settled directly by the parties shall be settled by recourse to arbitration. In that case each party shall appoint one arbitrator. Any differences that these cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

IN WITNESS WHEREOF the Government and the Organization have signed this Agreement at Addis Ababa, this second day of July 1951, in three copies in English.

This Agreement is deemed to be in force as from this date.

For the Government :
(Signed) Blatta Zaoudé BELAINEH
Minister of Public Health

For the Organization :
(Signed) A. T. SHOUSA
Alexandria, 9/7/51