No. 1440

WORLD HEALTH ORGANIZATION
and
BURMA

Agreement for the provision of a lecturer in tuberculosis in the Rangoon University for part of the year 1951 and for the years 1952 and 1953 under the technical assistance programme. Signed at Rangoon, on 7 July 1951, and at New Delhi, on 9 July 1951

Official text: English.

Registered by the World Health Organization on 1 October 1951.

ORGANISATION MONDIALE DE LA SANTÉ
et
BIRMANIE

Accord relatif à l'envoi à l'Université de Rangoon, dans le cadre du programme d'assistance technique, d'un chargé de cours de phtisiologie, pour une période couvrant une partie de l'année 1951 et les années 1952 et 1953. Signé à Rangoon, le 7 juillet 1951, et à New-Delhi, le 9 juillet 1951

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 1er octobre 1951.

No. 1440. AGREEMENT[1] BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE UNION OF BURMA FOR THE PROVISION OF A LECTURER IN TUBERCULOSIS IN THE RANGOON UNIVERSITY FOR PART OF THE YEAR 1951 AND FOR THE YEARS 1952 AND 1953 UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT RANGOON, ON 7 JULY 1951, AND AT NEW DELHI, ON 9 JULY 1951

The World Health Organization (hereinafter referred to as "the Organization"), desiring to give effect to resolution WHA3.116, adopted by the World Health Assembly on 23 May 1950,[2] concerning the participation of the Organization in an Expanded Programme of Technical Assistance for Economic Development, and

The Government of the Union of Burma (hereinafter referred to as "the Government") having requested technical assistance in furtherance of its plans for economic development;

Being desirous of obtaining mutual agreement concerning a project, particularly with reference to the purpose and scope of the project and the responsibilities which shall be assumed and the services which shall be provided;

Declaring that these responsibilities shall be fulfilled in a spirit of friendly co-operation :

HAVE AGREED AS FOLLOWS :

PLAN OF OPERATIONS

Part I

PREAMBLE

Burma has been one of the countries of the South-East Asia region which was most effected by the Second World War. Post-war conditions have left the country in a disturbed state as a result of which effective organization of the national services has not yet been fully carried out. In this connection health services have had to be replanned and reorganized, including the tuberculosis service. International assistance has already been forthcoming in setting up by UNICEF and WHO of a Tuberculosis Demonstration and Training Centre

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[1] Came into force on 9 July 1951, by signature.

[2] *Official Records of the World Health Organization*, No. 28, p. 68.

at Rangoon. This is intended to provide not only a model clinical, diagnostic, epidemiological and preventive service but to afford practical training to specialist workers in the field of Tuberculosis and to a certain number of general medical practitioners. It is felt however that the academic teaching of the Tuberculosis speciality should be strengthened and adequately organised both in respect of the medical curriculum for undergraduates and in respect of the teaching of those medical graduates who desire to become Tuberculosis Specialists.

OBJECTIVES

To advise and assist the Government of the Union of Burma in the organization and standardization of academic teaching of tuberculosis to under- and post-graduates in the Medical Faculty of Rangoon University including the initiation of a TDD course and collaboration on the practical side with the Rangoon Tuberculosis Demonstration and Training Centre.

METHODS OF ACHIEVING THE OBJECTIVES

(*a*) By advising and assisting the Government:

(1) In the survey of existing under-graduate and post-graduate teaching of tuberculosis at the Rangoon University;

(2) In developing and improving this teaching including the organization of teaching of field procedures for University students at the Rangoon Tuberculosis Demonstration and Training Centre;

(3) In the initiation of a Tuberculosis Disease Diploma Course including the organization of the examinations therefor.

(*b*) By conducting courses in the field of Tuberculosis for under-graduates and post-graduates at the Rangoon University and at such other institutions as may be agreed subsequently between the Government and the Organization.

Part II

COMMITMENT OF THE ORGANIZATION

1. The Organization will make available the services of a Lecturer in Tuberculosis from October 1st, 1951 up to the end of the year 1953.

2. The Organization further undertakes, with regard to the commitments under paragraph 1 above, to pay and provide for the following:

The salary, allowances, insurance and travel outside the country of the international personnel.

3. *Equipment, Supplies and Literature*

(*a*) Charts, models, museum specimens, examples of instruments and appliances used in the treatment of Tuberculosis.
(*b*) Medical literature in the field of Tuberculosis.

The above should be provided out of the total amount of US $4,200 allocated for the Equipment and Supplies. A detailed list will be prepared later as an annex to this Agreement.

Part III

COMMITMENT OF THE GOVERNMENT

The Government will:

1. provide free furnished living quarters for the Lecturer in Tuberculosis and his dependents, of a reasonable standard;

2. provide office accommodation, secretarial assistance, and office requisites as required;
3. provide transport in connection with the official duties of the Consultant within the country;
4. pay the incidental expenses necessary for the successful discharge of the duties as Lecturer in Tuberculosis; and

5. give continuing support for the administration of programmes undertaken under this plan of operations, including the progressive assumption of financial responsibility.

Part IV

FINAL PROVISIONS

Nothwithstanding that the Government may or may not have already ratified or acceded to the Convention on the Privileges and Immunities of the Specialised Agencies,[1] the Government shall accord to the Organization, its

[1] United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 446; Vol. 90, p. 323; Vol. 91, p. 376; Vol. 92, p. 400; Vol. 96, p. 322; Vol. 101, p. 288, and Vol. 102, p. 322.

personnel, property and assets in connection with the performance of this Agreement and Supplementary Agreements, all the privileges and immunities normally accorded to the Organization, its property, assets, officials and experts under the provisions of that Convention.

The provisions of the aforementioned Convention shall not apply to the personnel furnished by the Government and which are not staff, consultants or employees of the Organization.

The Government shall take suitable measures to protect the Organization against any claims for loss, damage or injury to persons or property resulting from or arising out of the execution of this programme undertaken under this Agreement.

Any difference between the Government and the Organization arising out of the interpretation or application of this Agreement, which is not settled by negotiation, shall be submitted to a Board of three arbitrators; the first to be appointed by the Government, the second by the Director-General of the Organization and the third, the presiding arbitrator, by the President of the International Court of Justice, unless the parties hereto agree to resort to a different mode of settlement.

This Agreement may be modified by mutual consent of the Government and the Organization.

This Agreement may be terminated by either party upon written notice to the other and shall terminate sixty days from the receipt of such notice.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Agreement.

DONE in six copies in English at Rangoon on July 7, 1951,

For the Government of the Union of Burma :
(*Signed*) U BA SEIN

and at New Delhi on July 9, 1951.

For the World Health Organization :
(*Signed*) C. MANI

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