

No. 1442

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**WORLD HEALTH ORGANIZATION  
and  
ISRAEL**

**Basic Agreement on technical assistance. Signed at Hakiryra, on 26 July 1951, and at Alexandria, on 7 August 1951**

*Official text: English.*

*Registered by the World Health Organization on 1 October 1951.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
ISRAËL**

**Accord de base relatif à la fourniture d'une assistance technique. Signé à Hakiryra, le 26 juillet 1951, et à Alexandrie, le 7 août 1951**

*Texte officiel anglais.*

*Enregistré par l'Organisation mondiale de la santé le 1<sup>er</sup> octobre 1951.*

No. 1442. BASIC AGREEMENT<sup>1</sup> ON TECHNICAL ASSISTANCE BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF ISRAEL. SIGNED AT HAKIRYA, ON 26 JULY 1951, AND AT ALEXANDRIA, ON 7 AUGUST 1951

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Through their undersigned duly authorized representatives, the World Health Organization (hereinafter called the "Organization") and the Government of Israel (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 to be rendered to the Government, on public health projects connected with its programme of economic development, in the form of personnel, equipment, supplies or fellowships, as may be agreed upon, and the Government shall co-operate with the Organization to this end. Such technical assistance shall be furnished in accordance with the Observations and Guiding Principles of Annex I to Part A of Resolution 222 (IX) of the Economic and Social Council of the United Nations.<sup>2</sup> 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 project(s), as defined in the attached annex(es).

(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.

(d) Grants for study, training and observation abroad shall be made available, where applicable, as part of an agreed project of technical assistance, to

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<sup>1</sup> In accordance with the closing paragraph, the Agreement is deemed to be in force as from 26 July 1951.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

train suitable individuals in fields associated with the technical assistance being rendered. Such study grants shall be administered under the fellowship regulations of the Organization.

(e) As part of the technical assistance to be furnished under this Agreement and annex(es), 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 WITH RESPECT TO THE PROVISION OF TECHNICAL ASSISTANCE

(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 recommendations of the expert(s); 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 another appropriate agency for the purpose of paragraph (a) above and as the agency with which the Organization shall deal to further and implement the technical assistance rendered to the country under this Agreement and annex(es).

(c) The Government confirms that no request for technical assistance on the matters specified in the attached annex(es) 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 such part of the costs of the technical assistance and the equipment or supplies provided under this Agreement and annex(es), as can be paid for outside the country. Any such equipment or supplies provided by the Organization shall remain the property of the Organiza-

tion unless and until title thereto is transferred to the Government on terms agreed upon. Specifically the Organization shall 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 cost 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 adequate lodging for the personnel;
- (ii) the cost of board and lodging for the personnel, for days of travel on duty within the country involving absence from their station;
- (iii) medical care and hospitalization for the personnel;
- (iv) transportation of the 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), the Government shall establish and maintain a local currency fund which shall at no time be less than the amount specified in the annex(es). Such fund shall be placed at the disposal of the Organization and shall be administered by the person designated by the Organization to this effect. Any unused balance shall be returned to the Government on the termination of the project upon which the personnel are engaged.

(d) In addition to other payments under this Article, 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 as the need arises in agreement with the Organization.

#### *Article IV*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government shall 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 on the Privileges and the Immunities of the Specialized Agencies,<sup>1</sup> in respect of the 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 of currency prevailing at the time of any conversion made in carrying out their responsibilities under this Agreement, in accordance with the legal provision on the 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 or through the Organization, shall be undertaken only after consultation between the parties to this Agreement.

<sup>1</sup> 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.

*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 Agreement. Each of these annexes shall cover an individual project, to which the provisions of this Agreement shall automatically apply.

(c) The Organization and the Government may, with regard to the implementation of any project covered by an annex to this Agreement, agree to use, as and when required, the services or funds of any agency or 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 the termination of this Agreement shall constitute the termination of the annex(es).

(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 Hakiryā, this 26th day of July 1951, in three copies in English.

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

For the Government of Israel :  
(Signed) Illegible  
Director-General  
Ministry for Foreign Affairs

For the Organization :  
(Signed) A. SHOUSHA  
Regional Director, Eastern Mediterranean  
Regional Office, WHO  
August 1951