

No. 1463

WORLD HEALTH ORGANIZATION
and
BURMA

Agreement for the provision of a leprosy consultant for three months in 1951 under the World Health Organization regular budget. 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 22 October 1951.

ORGANISATION MONDIALE DE LA SANTE
et
BIRMANIE

Accord relatif à l'envoi, dans le cadre du budget ordinaire de l'Organisation mondiale de la santé, d'un expert-conseil en matière de lèpre pour une période de trois mois en 1951. 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 22 octobre 1951.

No. 1463. AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE UNION OF BURMA FOR THE PROVISION OF A LEPROSY CONSULTANT FOR THREE MONTHS IN 1951 UNDER THE WORLD HEALTH ORGANIZATION REGULAR BUDGET. 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”), and

The Government of the Union of Burma (hereinafter referred to as the “Government”),

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

Leprosy has been a problem in Burma for many years. The number of persons enumerated for leprosy according to the 1931 Census was 11,127. Systematic investigations on the incidence of leprosy carried out subsequently in several places by a special Leprosy Officer revealed, however, that the probable true incidence is about ten times that of the Census figure. Dr. John Lowe, Leprosy Research Worker, who investigated the problem in 1938, was of the opinion that the incidence of leprosy among children was very much higher than was realised and that about 50% of the adult leprosy patients were of the infectious type.

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

Recently leprosy surveys were carried out in 8 districts and the incidence of the disease in these districts varied from 0.23 to 1.78 per 100 persons examined.

Burma has suffered badly from the effects of World War II, and antileprosy work has been disorganized and handicapped for want of trained medical personnel for actual field operation and research.

The Government now intends to re-organize and improve the anti-leprosy work, in regard to actual field operation and research work, on the basis of recent advances in the treatment and prevention of leprosy. Therefore, the Government requests the Organization for the services of a Consultant in Leprosy to assist them in surveying and reorganizing the anti-leprosy work in Burma.

OBJECTIVES

1. To survey the leprosy situation in the country.
2. To advise and assist the Government
 - (a) in expanding anti-leprosy work throughout the Country;
 - (b) in establishing a Colony-sanatorium for leprosy patients in a rural area as a Government sponsored project;
 - (c) in establishing a Central Leprosy Institute and Clinic in Rangoon.

Part II

COMMITMENTS OF THE ORGANIZATION

1. The Organization shall provide the services of an Expert in Leprosy as a Consultant for 3 months, during 1951.
2. The Organization further undertakes, with regard to the commitments under paragraph 1 above, to pay and provide for the salary, allowances, insurance and travel outside Burma, of the international personnel.
3. The Organization shall pay any other expenses outside Burma and necessary in connexion with the work of the Leprosy Consultant.

Part III

COMMITMENTS OF THE GOVERNMENT

The Government shall

1. provide for the Consultant free board and lodging in kind or pay a per diem allowance covering the board and lodging, including the usual servants;

2. provide office accommodation, secretarial assistance and office requisites, as required;
3. provide transport and pay the cost of any travel including a per diem allowance for the Consultant while travelling on official business within the country away from his duty station;
4. pay the cost of official telephone, telegraph, postal and other means of communication;
5. pay incidental expenses necessary for the successful discharge of the duties of the Consultant;
6. pay the cost of medical care and hospitalization for the Consultant in the country, in case of sickness;
7. pay taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Part IV;
8. provide a Special Leprosy Officer as a opposite member, to work with and carry on after the Consultant has left.

Part IV

FINAL PROVISIONS

Notwithstanding that the Government may or may not have already ratified or acceded to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ the Government shall accord to the Organization, its personnel, property and assets in connexion 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 provision 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.

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

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.

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
