

No. 352

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**WORLD HEALTH ORGANIZATION**  
and  
**VIET-NAM**

**Basic Agreement (with annex) for the provision of technical advisory assistance or other services by the World Health Organization. Signed at Manila, on 21 September 1951**

*Official text: English and French.*

*Filed and recorded at the request of the World Health Organization on 22 October 1951.*

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**ORGANISATION MONDIALE DE LA SANTE**  
et  
**VIET-NAM**

**Accord de base (avec annexe) pour la fourniture d'une assistance technique de caractère consultatif ou d'autres services par ladite organisation. Signé à Manille, le 21 septembre 1951**

*Textes officiels anglais et français.*

*Classé et inscrit au répertoire à la demande de l'Organisation mondiale de la santé le 22 octobre 1951.*

No. 352. BASIC AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF VIET-NAM AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE OR OTHER SERVICES BY THE WORLD HEALTH ORGANIZATION. SIGNED AT MANILA, ON 21 SEPTEMBER 1951

The Government of Vietnam of the one part, and  
The World Health Organization of the other part,

BEING DESIROUS of regulating the conditions which shall govern the provision by the World Health Organization (hereinafter called "the Organization") of technical advisory assistance or other services requested by the Government of Vietnam (hereinafter called "the Government"),

HAVE AGREED as follows:

*Article I*

On the request of the Government, and subject to the policies adopted by the World Health Assembly and the Executive Board, the Organization shall, within its determination of requirements and resources and subject to its budgetary limitations; render to the Government technical advisory assistance or other services.

*Article II*

The Government when requesting such technical advisory assistance or other services shall notify the Organization of the nature and scope of the programme envisaged and of any other assistance which they have received or are receiving in the same field.

*Article III*

Detailed arrangements for the technical and administrative planning and execution of such programmes shall be established by subsidiary agreement setting forth a plan of operations between the Government through its national administration dealing with public health matters and the Organization.

<sup>1</sup> Came into force on 21 September 1951, by signature.

*Article IV*

In the planning and execution of programmes the Government and the Organization shall provide and meet the expenses of the personnel, equipment, supplies and services set forth in the Annex to this agreement, subject to the determination of requirements in each instance under the provisions of Article III.

*Article V*

The Government and the Organization may establish such co-ordinating machinery as may be required to facilitate the execution of programmes and shall establish suitable administrative procedures for handling funds, equipment and supplies.

*Article VI*

The Government shall give continuing support for the administration of programmes undertaken under this agreement, including the progressive assumption of financial responsibility.

*Article VII*

The Government shall publish information and make available material suitable for publication regarding the results of programmes and the experience derived therefrom.

*Article VIII*

The provisions of Article IV of this agreement and the Annex to this agreement may be adjusted where additional assistance in any programme is provided from other sources.

*Article IX*

(a) For the purpose of this agreement the Government shall extend to the Organization for the performance of its undertakings under this agreement and to its staff and consultants while engaged in any programmes under this agreement the privileges and immunities set forth in the General Convention on the Privileges and Immunities of the Specialized Agencies<sup>1</sup> together with its Annex VII, as approved by the World Health Assembly, and such other

<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.

privileges and immunities as may be set forth in any separate instrument concluded between the parties hereto.

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

#### *Article X*

The Government shall take such action as may be necessary to ensure that any materials, supplies or equipment furnished, used or operated by the Organization for a particular programme are exempted from any tax, fee, toll, duty or other charges in Vietnam.

#### *Article XI*

The civil responsibility of the Government is substituted for that of the Organization in case of loss, damage, accident or injury caused to any person or property and attributable directly or indirectly to the execution of any programme undertaken by virtue of the present agreement. In such cases the Government reserves the right to take steps against the agents responsible by whose fault the damage has occurred subject always to the reservation that the provisions of the Convention on Privileges and Immunities of the Specialized Agencies shall apply.

#### *Article XII*

(a) Any difference between the Government and the Organization arising out of the interpretation or application of this agreement or the Annex thereto or of any subsidiary agreement or arrangement thereto 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 in any specific case the parties hereto agree to resort to a different mode of settlement.

(b) The Board may be seized of any application by either party.

(c) The parties hereto agree to accept as final the decision of the Board.

*Article XIII*

(a) Either party may request the revision of this agreement and the Annex thereto. In this event the two parties shall consult each other concerning the modifications to be made, and such modifications shall become effective upon the agreement of both parties.

(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 June of that year, and such notice shall act as notice to terminate any subsidiary agreement or agreements made under Article III of this agreement.

*Article XIV*

Should any events take place in Vietnam such as to render impossible the execution by the Organization of its undertakings under this agreement, or any subsidiary agreement or agreements made under Article III of this agreement, the Organization shall have the right to terminate this agreement or any such subsidiary agreement by notification transmitted to the Government, notwithstanding the provisions of Article XIII, paragraph (b) and may request the Government to give every assistance in order to facilitate the withdrawal of any staff and recoverable supplies, materials or equipment.

*Article XV*

The sending of any equipment, supplies or personnel to Vietnam by the Organization under this agreement is subject to prior agreement of the Government.

IN FAITH WHEREOF this agreement was done and signed at Manila on this 21st day of September 1951 in six copies, three in English and three in French, the texts in both languages being equally authentic.

For the Government of Vietnam:

(Signed) PHAN HUY DAN

For the World Health Organization:

(Signed) I. C. FANG

## ANNEX

TO AGREEMENT BETWEEN THE GOVERNMENT OF VIETNAM  
AND THE WORLD HEALTH ORGANIZATION

1. In the planning and execution of programmes the Organization shall provide and pay for the following:
  - 1.1 Subject to the provisions of paragraph 2.6 below, staff, including consultants of the Organization required to render services in Vietnam and travel of such personnel to and from Vietnam;
  - 1.2 Subject to such provisions for reimbursements as may be determined under the provisions of paragraph 3 below the whole or part of the materials, supplies and equipment required for the execution of programmes, which are not available in Vietnam, and transportation costs for such materials, supplies and equipment to and from Vietnam.
2. In the planning and execution of programmes the Government shall provide from its own resources such personnel and services, and pay for such expenses, the cost of which may be met in its national currency, to include:
  - 2.1 Technical staff to work with the staff of the Organization and who may later be responsible for the continuation of programmes undertaken under this agreement, and other technical, clerical and auxiliary personnel;
  - 2.2 Materials, supplies and equipment available locally and which may be required for programmes;
  - 2.3 Office accommodation, office equipment and stationery supplies, warehousing, storage space, garages and laboratory facilities, and public services, including electricity, heating, power, telephone and water supplies;
  - 2.4 Facilities for the maintenance and repair of technical equipment and vehicles used for programmes, including spare parts if available locally, and fuel, oil and lubricants for mechanically driven vehicles and equipment.
  - 2.5 Provision of mechanically propelled vehicles and animal transport where required and travel of personnel within Vietnam;
  - 2.6 Living quarters of an adequate standard for staff of the Organization and dependents accompanying them to their duty stations in Vietnam. These expenses and the rate of these allowances will be fixed by mutual agreement between the Government and the Organization;
  - 2.7 Operational and administrative expenses with respect to the reception, unloading, warehousing, transportation and operation or use within Vietnam of any materials, supplies and equipment furnished for any programme.

3. In accordance with the Resolution<sup>1</sup> of the Second World Health Assembly, and subject to such other policies and procedures as may be determined from time to time by the World Health Assembly, the Government and the Organization shall make such arrangements as may be mutually acceptable concerning the reimbursement of the depreciated value of any non-expendable equipment and the cost of expendable materials and supplies provided by the Organization and left in Vietnam at their request at the conclusion of a programme.

(Signed) I. C. FANG

(Signed) PHAN HUY DAN

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<sup>1</sup> *Official Records of the World Health Organization*, No. 21, p. 39.