

No. 1490

**WORLD HEALTH ORGANIZATION
and
INDIA**

**Agreement for the provision of the services of a Principal,
Medical College, Trivandrum, for two years under the
technical assistance programme. Signed at New Delhi,
on 16 and 22 October 1951**

Official text: English.

Registered by the World Health Organization on 12 November 1951.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

**Accord relatif à la fourniture, pendant deux ans, des ser-
vices d'un Directeur pour l'École de médecine de
Trivandrum, dans le cadre du programme d'assistance
technique. Signé à New-Delhi, les 16 et 22 octobre 1951**

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 12 novembre 1951.

No. 1490. AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANISATION AND THE GOVERNMENT OF INDIA FOR THE PROVISION OF THE SERVICES OF A PRINCIPAL, MEDICAL COLLEGE, TRIVANDRUM, FOR TWO YEARS UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT NEW DELHI, ON 16 AND 22 OCTOBER 1951

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

The Government of India (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 materials and services which shall be provided;

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

HAVE AGREED AS FOLLOWS :

PREAMBLE

The new State of Travancore-Cochin has been created as a result of integration of two States which until recently have remained as separate viable units. Owing to the advanced state of literacy in the area, health development has kept pace with the development of education in the State. Until now the higher type of technical personnel required for manning the health services in the State, were trained in teaching institutions belonging to other States. The need for providing training facilities of their own has been felt for a very long time. The scheme for the establishment of a Medical College in Travancore-Cochin which was under contemplation for some years has now been implemented. The institution is expected to start functioning from October of this year.

¹ Came into force on 22 October 1951, by signature.

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

Part I

PLAN OF ACTION

1. *Objectives*

The Government of Travancore-Cochin are anxious to obtain the services of a suitably qualified and experienced medical officer from abroad for the post of Principal of the new Medical College. The Government feel that during the formative stages of the institution a very experienced officer should be at the helm of affairs. In order to develop the College and formulate the teaching programme on sound and proper lines, the services of a Principal are required for a period of two years. During this time, it is hoped to train a suitable understudy.

2. *Planning, Extent and Administration of Project*

2.1 In the execution of this Agreement the Government and the Organisation agree to be guided by and to observe the observations on and guiding principles of an Expanded Programme of Technical Assistance for Economic Development set forth in Annex I to Part A of Resolution 222 (IX) of the Economic and Social Council of the United Nations.¹

2.2 The programme will be conducted under the responsibility of the Government.

2.3 The international expert provided by the Organisation will serve as the Principal of the Medical College, Trivandrum and as Technical Adviser to the State Government.

2.4 The Principal will be required to work in the Medical College for Trivandrum at least for a period of two years.

Part II

COMMITMENT OF THE ORGANISATION

1. The Organisation will make available the services of an Adviser to act as the Principal for the Medical College, Trivandrum for two years, beginning 1st October, 1951.

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

2.1 The salary, allowances, insurance and travel outside the country of assignment.

2.2 Any other expenses outside the country and necessary in connection with the provision of technical assistance.

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

Part III

COMMITMENT OF THE GOVERNMENT

1. The Government shall provide all personnel, materials, supplies and equipment necessary for the project, except as provided in Part II.

1.1 *Personnel*

1.1.1 The Government shall provide a suitable understudy, who will take up international expert's work after he leaves the institution.

1.2 *Premises, Supplies and Equipment.*

1.2.1 The Government shall provide office accommodation, secretarial assistance, and office requisites as required.

1.2.2 The Government further undertakes to pay or provide for the following :

1.2.2.1 Adequate residential accommodation for the Principal and his family.

1.2.2.2 The cost of travel including a per diem allowance for the Principal while travelling on official business within the country away from his duty station, the quantum of allowance to be decided by the Government of India and the W.H.O.

1.2.2.3 The cost of official telephone, telegraph, postal and other means of communication.

1.2.2.4 The cost of medical care and hospitalisation for the Principal in the country.

1.2.2.5 Payment of taxes or other duties or levies collected by the Government, not covered by the privileges and immunities under Part IV.

1.3 *Other Facilities*

1.3.1 The Government will pay the incidental expenses necessary for the successful discharge of the duties of the Principal; and

1.3.2 The Government will 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

Notwithstanding 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 Organisation, its personnel, property and assets in connection with the performance of this Agreement and Supplementary Agreements, all the privileges and immunities normally accorded to the Organisation, 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 Organisation.

The Government shall take suitable measures to protect the Organisation 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 Organisation 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 Organisation, 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 Organisation.

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 authorised to that effect, have signed this Agreement.

DONE in six copies in English at New Delhi on 16th October 1951,

For the Government of India :

(Signed) P. M. MENON

Joint Secretary to the Government of India
Ministry of Health

and at New Delhi on 22 October 1951.

For the World Health Organisation :

(Signed) C. MANI

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.