

No. 1512

**WORLD HEALTH ORGANIZATION
and
TURKEY**

**Basic Agreement (with schedule and exchange of letters)
for the provision of technical advisory assistance or
other services by the World Health Organization.
Signed at Ankara, on 19 October 1950**

Official texts: English, French and Turkish.

Registered by the World Health Organization on 26 November 1951.

**ORGANISATION MONDIALE DE LA SANTÉ
et
TURQUIE**

**Accord de base (avec annexe et échange de lettres) pour
la fourniture d'une assistance technique de caractère
consultatif ou d'autres services par ladite organisation.
Signé à Ankara, le 19 octobre 1950**

Textes officiels anglais, français et turc.

Enregistré par l'Organisation mondiale de la santé le 26 novembre 1951.

No. 1512. BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF TURKEY AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE OR OTHER SERVICES BY THE WORLD HEALTH ORGANIZATION. SIGNED AT ANKARA, ON 19 OCTOBER 1950

The Government of Turkey 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 Turkey (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.

¹ Came into force on 19 October 1950, 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 Schedule 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 Schedule to this Agreement may be adjusted where additional assistance in any programme is provided from other sources.

Article IX

(a) For the purposes 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 Agencies¹ together with its Annex VII, as approved by the World Health Assembly,² and such other privileges and immunities as may be set forth in any separate instrument concluded between the parties hereto.

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; Vol. 102, p. 322, and Vol. 109, p. 319.

² United Nations, *Treaty Series*, Vol. 71, p. 318.

(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 for operation by the Organization are exempted from any tax, fee, toll, duty or other charges in Turkey.

Article XI

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 any programmes undertaken under this Agreement.

Article XII

(a) Any difference between the Government and the Organization arising out of the interpretation or application of this Agreement or the Schedule 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 decisions of the Board.

Article XIII

(a) Either party may request the revision of this Agreement and the Schedule 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 Turkey 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.

IN FAITH WHEREOF this Agreement was done and signed at Ankara on this 19th day of October 1950 in nine copies, three in English, three in French and three in Turkish, the texts in all three languages being authentic.

For the Government of Turkey :
(Signed) Dr. Ekren ÜSTÜNDAG
Minister of Health and Social
Welfare

For the World Health Organization :
(Signed) A. T. SHOUSHA
Director of the Regional Office
for the Eastern Mediterranean

The hereto appended two notes,

- one by the Director of the WHO Regional Office for the Eastern Mediterranean, of August 30th 1950;
- the other by the Minister of Hygiene of Turkey, of October 19th 1950;

regulate the temporary application of the provisions of Articles IX, X and XI of this Agreement, pending ratification by the Turkish Parliament of the General Convention on the Privileges and Immunities of the Specialized Agencies, together with its Annex VII.

SCHEDULE

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 Turkey and travel of such personnel to and from Turkey;

1.2 Subject to such provisions for reimbursement 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 Turkey, and transportation costs for such materials, supplies and equipment to and from Turkey.

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 personnels;

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 Turkey;

2.6 Subsistence and allowances for the staff of the Organization, due in connexion with their assignment to Turkey;

2.7 Operational and administrative expenses with respect to the reception, unloading, warehousing, transportation and operation or use within Turkey of any materials, supplies and equipment furnished for any programme.

3. In accordance with the Resolution¹ 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 Turkey at the conclusion of a programme.

(Signed) Dr. Ekren ÜSTÜNDAG
Ankara, October 19th 1950

(Signed) A. T. SHOUSHA
Alexandria, 10/11/50

¹ Official Records of the World Health Organization, No. 21, p. 39.

[TRANSLATION¹ — TRADUCTION²]

EXCHANGE OF LETTERS

I

WORLD HEALTH ORGANIZATION
REGIONAL OFFICE FOR THE EASTERN MEDITERRANEAN

Alexandria, August 30, 1950

Sir,

I have the honour of forwarding to you, herewith, for signature, the text of the Agreement between the Government of Turkey and the World Health Organization, the object of which is the provision, by this organization, of technical assistance of an advisory nature, or of other services.

In view of the fact that the Turkish legislation now in force does not allow your Government to apply the provisions of Articles IX, X and XI of this Agreement before the ratification of the General Convention on the Privileges and Immunities of the Specialized Agencies together with its Annex VII, I believe that it should be possible, for the time being, for you to grant *de facto* to our organization and its personnel the facilities which are necessary for the execution, on Turkish territory, of the programmes which have been considered.

I should appreciate your confirmation, therefore, that during the transitional period,

(a) your Government will undertake to pay any taxes which may be due in connection with the salaries and other emoluments of the personnel of the organization assigned to advisory services in Turkey, and will do so without distinction as to the nationality of the personnel involved;

(b) your Government will undertake to acquit the organization of any toll, fee, tax or other duties affecting the materials, equipment and supplies provided or used by the organization;

(c) should the occasion occur, your Government will undertake to pay any claim for damages to which the organization might be condemned following an accident or any other injury, affecting persons and property, and resulting from or arising out of the execution of any programmes undertaken under this Agreement.

¹ Translation communicated by the World Health Organization.

² Traduction transmise par l'Organisation mondiale de la santé.

It would be desirable that the ratification of the General Convention on the Privileges and Immunities of the Specialized Agencies, together with its Annex VII, be obtained as soon as possible.

I have the honour to remain, Sir,
Your obedient servant,

A. T. SHOUSHA Pasha, K.B.E., M.D.
Regional Director, Eastern Mediterranean
World Health Organization

Encl. : 1 Agreement

H. E. The Minister for Foreign Affairs
of Turkey
Ankara, Turkey

II

TURKISH REPUBLIC
MINISTRY FOR HYGIENE
AND SOCIAL AFFAIRS

Ankara, October 19th, 1950

Sir,

In reply to your letter of August 30th, 1950, I have the honour of confirming that the Turkish legislation now in force does not allow us to apply the provisions of Articles IX, X and XI of the Agreement between the Government of Turkey and the World Health Organization, before ratification of the General Convention on the Privileges and Immunities of the Specialized Agencies together with its Annex VII.

The Government of Turkey is, however, ready to grant *de facto* to the World Health Organization, and its personnel, all facilities which are necessary for the execution, on Turkish territory, of the programmes which have been considered.

Therefore, the Government of Turkey :

[See letter I, paragraphs (a), (b) and (c)]

I have the honour to remain, sir,
Yours sincerely,

Dr. Ekren ÜSTÜNDAG
Minister for Hygiene and Social Affairs

Sir Aly T. Shousha Pasha, K.B.E., M.D.
Director, Eastern Mediterranean
Regional Office
World Health Organization
Alexandria, Egypt