

No. 1516

**WORLD HEALTH ORGANIZATION
and
SAUDI ARABIA**

**Basic Agreement for the provision of technical assistance.
Signed at Alexandria, on 29 August 1951, and at Mecca,
on 2 October 1951**

Official text: Arabic.

Registered by the World Health Organization on 26 November 1951.

**ORGANISATION MONDIALE DE LA SANTÉ
et
ARABIE SAOUDITE**

**Accord de base relatif à la fourniture d'une assistance
technique. Signé à Alexandrie, le 29 août 1951, et à
La Mecque, le 2 octobre 1951**

Texte officiel arabe.

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

[TRANSLATION¹ — TRADUCTION²]

No. 1516. BASIC AGREEMENT³ BETWEEN THE GOVERNMENT OF SAUDI ARABIA AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ASSISTANCE SIGNED AT ALEXANDRIA, ON 29 AUGUST 1951, AND AT MECCA, ON 2 OCTOBER 1951

Through their undersigned duly authorized representatives, the World Health Organization (hereinafter called the " Organization ") and the Government of Saudi Arabia (hereinafter called the " Government ") agree as follows :—

Article I

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organization, subject to the availability of funds, shall arrange to render technical assistance to the Government, in 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 will cooperate with the Organization to this end. Such technical assistance will 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.⁴ 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).⁵

(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 attach technical staff to the personnel for this purpose.

¹ Translation communicated by the World Health Organization.

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

³ Came into force on 2 October 1951, by signature.

⁴ United Nations, *Treaty Series*, Vol. 76, p. 132.

⁵ Not published.

(d) Grants for study, training and observation abroad will be made available where applicable as part of an agreed project of technical assistance, to train suitable individuals in fields associated with the technical assistance which is being rendered. Such study grants will be administered under the fellowship regulations of the World Health 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

(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 technical assistance received; utilise individuals benefitting 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 other appropriate authority to meet the purpose of paragraph (a) above and as the Agency with which the Organization shall deal to further 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 provision of Art. VI (c).

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organization shall defray the costs of rendering the technical assistance provided, which are payable outside the country and of the technical and other equipment or supplies as may be appropriate. Any such equipment or supplies provided by the Organization shall remain the property of the

Organization until title thereto is transferred to the Government on terms agreed upon. Specifically the Organization will 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 Government shall provide adequate lodging for the international personnel. Should the Government fail to provide such lodging, the Government is obliged to pay a cost of lodging equivalent to three pounds sterling per day;
- (ii) The cost of board and lodging for personnel for days of travel on duty within the country involving absence from their station; these costs shall be paid in the local currency to an amount equivalent to four pounds sterling;
- (iii) the medical care and hospitalization of personnel in Government hospitals;
- (iv) the transportation of 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) above, the Government shall establish and maintain a local currency fund which shall at no time be less than the sum specified in the annex(es). This fund will be placed at the disposal of the Organization and will be administered by the

person designated by the Organization to this effect. Any unused balance will be returned to the Government on the termination of the project upon which the personnel are engaged.

(d) In addition to the above, 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 or as the need arises in agreement with the Organization.

Article IV

FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will 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) The Government shall exempt the delegated experts from customs duties on anything they import for their personal use, provided that such imports are reasonable. They shall also be exempt from quarantine duties, income tax on their salaries, pilgrimage duties, visas, and residence. They shall be provided with necessary facilities.

(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.

(d) The Government maintains the right not to permit admittance to its territory for :

- (1) The Organization experts and personnel of whom the Government does not approve,
- (2) or those who are nationals of a country with which there are no normal relations.

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.

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 agreement of both parties.

(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 Basic Agreement. These annexes shall cover each individual project, to which the provisions of this Basic Agreement shall automatically apply.

(c) The Government and Organization agree to the use, if and when required for the implementation of any of the Technical Assistance Projects included in the annexes to this Basic Agreement, of the services or funds of any Agency or other 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 termination of this Agreement shall imply the termination of any 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 in three copies in Arabic.

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

For the Government :
FEISUL
Mecca, 2 October 1951

For the Organization :
A. T. SHOUSHA
Alexandria, 29 August 1951