

No. 1744

**WORLD HEALTH ORGANIZATION
and
INDIA**

Agreement for the provision of the services of a Professor of Physiological and Industrial Hygiene at the All-India Institute of Hygiene and Public Health, Calcutta, for two years under the technical assistance programme. Signed at New Delhi, on 17 and 24 April 1952

Official text: English.

Registered by the World Health Organization on 10 June 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

Accord relatif à la fourniture, pour une période de deux ans, des services d'un professeur d'hygiène physiologique et industrielle à l'Institut national d'hygiène et de santé publique de Calcutta, dans le cadre du programme d'assistance technique. Signé à New-Delhi, les 17 et 24 avril 1952

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 10 juin 1952.

No. 1744. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANISATION FOR THE PROVISION OF THE SERVICES OF A PROFESSOR OF PHYSIOLOGICAL AND INDUSTRIAL HYGIENE AT THE ALL-INDIA INSTITUTE OF HYGIENE AND PUBLIC HEALTH, CALCUTTA, FOR TWO YEARS UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT NEW DELHI, ON 17 AND 24 APRIL 1952

The World Health Organisation (hereinafter referred to as "the Organisation") desiring to give effect to resolution WHA 3.116,² adopted by the World Health Assembly on 23 May 1950, concerning the participation of the Organisation in an 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

1. With a view to providing facilities for the training of medical officers in industrial health and for the promotion of research into the various aspects of the industrial health problem, a separate section of Physiological and Industrial Hygiene was created at the All-India Institute of Hygiene and Public Health, Calcutta, in August 1950 and the following staff was sanctioned by the Government :

Professor	1
Asst. professors	2
Research assistants	2

¹ Came into force on 24 April 1952, by signature.

² Resolution WHA 3.116, adopted by the World Health Assembly on 25 May 1950 : *Official Records of the World Health Organization*, No. 28, p. 68.

Demonstrator	1
Senior lab. assts	2
Lab. assistants	2

A diploma course in Industrial Hygiene affiliated to the Calcutta University and a short certificate course of three months' duration are at present conducted by the Section.

2. The post of Professor of Physiological and Industrial Hygiene was advertised in India by the Union Public Service Commission, but the Commission after interviewing a certain number of candidates came to the conclusion that there was no likelihood of a suitable person being available in India and that a person of standing should be obtained from abroad.

The Government of India have therefore come up with a request to secure the services of an international expert as Professor of Physiological and Industrial Hygiene at the All-India Institute of Hygiene and Public Health, Calcutta, for a period of two years under the WHO Technical Assistance Programme.

PART I

Plan of action

1. *Objectives*

The Government are anxious to obtain the services of an international expert as Professor of Physiological and Industrial Hygiene to,

- 1.1 undertake teaching and research in the two fields of physiological and industrial hygiene;
- 1.2 promote the development of the Section of Physiological and Industrial Hygiene at the All-India Institute of Hygiene and Public Health, Calcutta, on sound lines;
- 1.3 guide the research undertaken by the Industrial Health Unit of the Indian Council of Medical Research;
- 1.4 train his 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 conform to 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 Social Council of the United Nations.¹

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

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 Professor of Physiological and Industrial Hygiene at the All-India Institute of Hygiene and Public Health, Calcutta, for a period of two years. He will be under the immediate direction of the Director of the Institute subject to the WHO staff regulations and rules, it being understood that these Regulations and Rules shall be so interpreted as to meet the requirements of the Institute as regards hours of work and periods available for leave.

PART II

Commitment of the Organisation

1. The Organisation will make available the services of an Adviser to act as the Professor of Physiological and Industrial Hygiene at the All-India Institute of Hygiene and Public Health, Calcutta, for two years beginning from 1952.

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.

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 the international expert's work on his withdrawal from the Institute.

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 professor and his family.

1.2.2.2 The cost of travel including a *per diem* allowance for the professor 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 WHO.

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

1.2.2.4 Medical care and hospitalisation for the international staff members in case of illness or accident in the country. It is understood that this provision will cover only such medical care and hospitalisation availed of at the staff member's option in a Government institution where such facilities are available and in all other cases those not covered by the insurance scheme provided by the Organisation for its field staff.

1.2.2.5 Payment of taxes or other duties or levies collected by the Government, not specifically mentioned in 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 professor; 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 provision of that Convention.

The provisions of the aforementioned Convention shall not apply to the personnel furnished by the Government who are not staff, consultants, or employees of the Organisation.

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; Vol. 109, p. 319; Vol. 110, p. 314; Vol. 117, p. 386; Vol. 122, p. 335; Vol. 127, p. 328, and p. 309 of this volume.

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 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 17/4/52

For the Government of India :

(Signed) P. M. MENON

Joint Secretary

Ministry of Health

ant at New Delhi on 24/4/52

For the World Health Organisation :

(Signed) C. MANI

Regional Director for South-East Asia