

No. 1745

**WORLD HEALTH ORGANIZATION
and
INDIA**

Agreement for the provision of the services of two physiotherapists and equipment for the establishment of a permanent physiotherapy school and centre for the training of physiotherapists at the K.E.M. Hospital, Bombay, under the technical assistance programme. Signed at New Delhi, on 19 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 des services de deux physiothérapeutes et du matériel nécessaire en vue de la création d'une école permanente de physiothérapie et d'un centre de formation en physiothérapie à l'hôpital K.E.M. de Bombay, dans le cadre du programme d'assistance technique. Signé à New-Delhi, les 19 et 24 avril 1952

Texte officiel anglais.

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

No. 1745. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANISATION FOR THE PROVISION OF THE SERVICES OF TWO PHYSIOTHERAPISTS AND EQUIPMENT FOR THE ESTABLISHMENT OF A PERMANENT PHYSIOTHERAPY SCHOOL AND CENTRE FOR THE TRAINING OF PHYSIOTHERAPISTS AT THE K.E.M. HOSPITAL, BOMBAY UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT NEW DELHI, ON 19 AND 24 APRIL 1952

The World Health Organisation (hereinafter referred to as “ the Organization ”) desiring to give effect to resolution WHA 3.116, adopted by the World Health Assembly on 23 May 1950,² 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 :

PART I

Plan of action

1. *Objectives*

1.1 To develop at the K.E.M. Hospital, Bombay, a physiotherapy centre and school on a permanent basis, which would serve an All-India training centre.

1.2 To train understudies associated with the international personnel.

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.

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 U.N.¹

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

2.3 The international experts provided by the Organisation will serve as physiotherapists at the proposed centre.

2.4 The international assistance will be required for a period of two years.

PART II

Commitment of the Organisation

1. The Organisation shall provide under the expanded programme of Technical Assistance for Economic Development the following personnel and supplies:

1.1 *Personnel*

The Organisation will make available the services of two physiotherapists.

1.2 *Equipment*

The Organisation will provide teaching equipment to the value of \$5,000 as per annexes I, II and III.

2. The Organisation further undertakes, with regard to the commitments under paragraph 1.1 above, to pay and provide the following:

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

2.2 The carriage of materials, supplies and equipment to the country.

2.3 The equipment and supplies furnished by the Organisation under this Part shall remain the property of the Organisation unless and until title thereto is transferred under terms and conditions agreed between the Organisation and the Government.

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

1.1 *Personnel*

The Government shall provide suitable understudies, who will take up international experts' work after they leave the institution.

1.2 *Premises, supplies and equipment*

1.2.1 The Government shall provide office accommodation, secretarial assistance, typewriters and office requisites as required; and will also provide adequate furnishings for the office and laboratory.

1.2.2 The Government shall provide transport and travel expenses including a *per diem* allowance at the U.N. local subsistence rate for the official duties of the international experts within the country, when away from duty station.

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

1.2.3.1 Adequate residential accommodation for the physiotherapists and their dependents.

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

1.2.3.3 The cost of medical care and hospitalisation for the experts in the country.

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

1.3 *The following other facilities will also be made available:*

1.3.1 The medical staff of K.E.M. Hospital and G.S. Medical College, for giving instructions in the school.

1.3.2 The staff of the anatomy and physiology departments of the college to participate in the training programme.

1.3.3 An orthopaedic department of about 125 beds.

1.3.4 Facilities available at the occupational therapy school associated with the K.E.M. Hospital.

1.3.5 Facilities available at medical library, class rooms etc.

1.3.6 The Government, with the help of Bombay Government and the Corporation of Bombay, will make available the additional staff and expenditure for the maintenance of the School on a permanent basis, as shown below :

Average salary

1. *Establishment*

| | |
|---|-----------|
| Two asst. physiotherapists @ Rs. 300-15-450 | Rs. 9,000 |
| One masseur @ Rs. 150-6-240 | Rs. 2,400 |
| One clerk @ Rs. 75 to 220 | Rs. 1,764 |

| | |
|--|------------|
| One stenographer @ Rs. 75 to 220 plus Rs. 15/- . . . | Rs. 1,764 |
| Duty allowance | Rs. 180 |
| Dearness allowance | Rs. 3,360 |
| 2. Allowances to the teaching staff at Rs. 10/- per lecture, 2 lectures per day, i.e., Rs. 500 p.m. in a year . . | Rs. 6,000 |
| 3. Labour plus dearness allowance | Rs. 1,000 |
| 4. Apparatus and instruments (repairs & replacement) . | Rs. 3,000 |
| 5. Printing and stationery | Rs. 1,000 |
| 6. Contingencies, books and deadstock | Rs. 3,000 |
| 7. Clothing to servants | Rs. 200 |
| | Rs. 32,668 |

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 differences between the Government and Organization 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 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.

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.

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 19th April, 1952

For the Government of India :

(Signed) P. M. MENON

Joint Secretary

Ministry of Health

and at New Delhi on 24th April, 1952

For the World Health Organisation :

(Signed) C. MANI

Regional Director for South-East Asia