

No. 1808

**WORLD HEALTH ORGANIZATION
and
DOMINICAN REPUBLIC**

**Agreement regarding a nation-wide insect control project.
Signed at New York, on 15 February 1952, and at
Washington, on 22 April 1952**

Official texts: English and Spanish.

Registered by the World Health Organization on 21 July 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
RÉPUBLIQUE DOMINICAINE**

**Accord relatif à un programme national de lutte contre les
insectes. Signé à New-York, le 15 février 1952, et à
Washington, le 22 avril 1952**

Textes officiels anglais et espagnol.

Enregistré par l'Organisation mondiale de la santé le 21 juillet 1952.

No. 1808. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE WORLD HEALTH ORGANIZATION REGARDING A NATION-WIDE INSECT CONTROL PROJECT. SIGNED AT NEW YORK, ON 15 FEBRUARY 1952, AND AT WASHINGTON, ON 22 APRIL 1952

The World Health Organization (hereinafter referred to as "the Organization"), desiring to give effect to Resolution WHA 3.116,² adopted by the World Health Assembly on 25 May 1950, concerning the participation of the Organization in an Expanded Program of Technical Assistance for Economic Development;

and

The Government of the Dominican Republic (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 nation-wide insect control project, particularly with reference to the purposes 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 cooperation;

HAVE AGREED AS FOLLOWS :

PART I

PLAN OF ACTION

1.—Objectives

The objectives of the insect control project shall be :

- 1.1. To control malaria and to eradicate *Aedes aegypti* throughout the Dominican Republic by the application of modern insecticides.
- 1.2. Secondly, to control other diseases borne by insects which are affected by the same insecticides.

¹ Came into force on 22 April 1952, upon signature by both parties, in accordance with paragraph 3 of Part IV.

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

1.3. To evaluate the results of such a program by comparing the morbidity and mortality rates of insect-borne diseases and by determining the *Aedes aegypti* index.

1.4. To train local professional and auxiliary personnel in the most effective methods of insect control by the application of modern insecticides.

1.5. To assist the Secretariat of State for Public Health and Social Assistance, on request and to the extent compatible with the attainment of the above objectives and the availability of personnel for the project, by giving advice on related problems.

2.—*Extent and Administration of the Project*

2.1. In the execution of this Agreement, the Government and the Organization agree to be guided by the Observations and Guiding Principles of an Expanded Program 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. A Plan of Operations for the administration of this project has been prepared by the Government in collaboration with the Organization.

2.3. The project shall be conducted under the responsibility of the Government, through the Division of Malariology of the Secretariat of State for Public Health and Social Assistance, with the technical assistance and collaboration of the Organization.

2.4. The senior adviser provided by the Organization shall act as the chief technical adviser to the Government in the operation of the project. Other advisers provided by the Organization shall, under the direction of the senior adviser, act as advisers on the project in their respective specialties.

2.5. The personnel appointed by the Organization shall be responsible to and under the direction and supervision of the Organization.

3.—*Reports*

3.1. The head of the Division of Malariology shall submit to the Secretariat of State for Public Health and Social Assistance monthly reports on the progress of the program, copies of which shall be transmitted to the WHO consultant and to the Organization.

3.2. At the completion of the program, the head of the Division of Malariology and the malariologist assigned to the project by the Organization shall jointly prepare a report on the entire program which shall be forwarded to the Secretariat of State for Public Health and Social Assistance and to the Organization.

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

PART II

COMMITMENTS OF THE ORGANIZATION

The Organization shall provide, under the Expanded Program of Technical Assistance for Economic Development, the following personnel, equipment and supplies, provided that for the period of operations beyond 31 December 1952, these commitments shall be subject to the budgetary limitations of the Organization :

1.—*Personnel*

The Organization shall provide for the duration of this Agreement the services of :

- (a) One (1) malariologist of recognized experience, who shall act as senior adviser and leader of the international team.
- (b) One (1) instructor in *Aedes aegypti* eradication;
- (c) If required, one additional instructor in *Aedes aegypti* eradication.

1.1. The Organization shall pay the salary, allowances and insurance for the WHO personnel and their travel outside the territory of the Dominican Republic, as well as any other expenses incurred by the Organization outside the country in connection with the provision of technical assistance under this Agreement.

1.2.—*Equipment and Supplies*

1.2.1. For the first year of the operation of this programme the Organization will provide supplies and equipment, as specified in the Plan of Operations referred to in Paragraph 2.2, Part I above, not to exceed US\$70,000 (Seventy Thousand Dollars), including shipping charges. During the second year the total commitment for supplies and equipment shall not exceed the sum of US\$80,000 (Eighty Thousand Dollars), including shipping charges.

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

1.3.—*Other Expenses*

Any other expenses outside the country necessary in connection with the provision of Technical Assistance.

PART III

COMMITMENTS OF THE GOVERNMENT

1. The Government shall provide all personnel, materials, supplies, equipment and facilities necessary for the project except as provided in Part II, in conformity with the Plan of Operations.

2.—*Commitments with regard to WHO Personnel*

2.1. The Government further undertakes to provide and/or pay for in local currency or otherwise, the following :

- (a) lodging expenses of the WHO personnel at a daily rate of 4.80 pesos for each person.
- (b) the cost of travel, including a per diem allowance for the WHO personnel while traveling on official business within the country away from their duty station.
- (c) the cost of official telephone, telegraph, postal and other means of communication.
- (d) medical care and hospitalization for the WHO personnel while in the Dominican Republic assigned to the project. These services shall be provided in the hospitals controlled by the Secretariat of State for Public Health.
- (e) payment of taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Part IV.

2.2. In lieu of making payment in accordance with Paragraph 2.1. above, the Government may give supplies and services in kind.

2.2.1. For the purpose of meeting its obligations under Paragraph 2.1., the Government agrees to open an account which shall at no time fall below 1300 pesos. This account shall be managed by an official designated by the Government in order to facilitate the orderly and efficient conduct of the work of the international personnel. The official designated by the Government shall regulate the form in which the international personnel shall present their claims for payment from this fund.

PART IV

FINAL PROVISIONS

1. The Government shall accord to the Organization, its personnel and property in connection with the performance of this Agreement, all the privileges and immunities normally accorded to the Organization, its property, officials

and experts under the provisions of the Convention¹ on Privileges and Immunities of the Specialized Agencies of the United Nations.

2. This Agreement may be modified by mutual consent of the Organization and the Government.
3. This Agreement shall come into force upon signature by both parties and shall remain in effect until 31 December 1953.
4. This Agreement may be terminated before its expiration by either of the parties hereto giving 30 days' advance notice in writing to that effect.
5. This Agreement shall be transmitted by the Director-General of the Organization to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned being duly authorized to that effect have signed this Agreement at New York, N.Y., on the 15 day of February, 1952, and at Washington, D.C., on the 22 day of April, 1952, in six copies, three in Spanish and three in English.

For the
Government of

the Dominican Republic :

(Signed) Felix W. BERNARDINO

E.E. and M.P. of the Dominican Republic and Acting Chief of the Delegation of the Dominican Republic to the United Nations

For the
World Health Organization :

(Signed) Fred L. SOPER

Regional Director for the Americas

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 Vol. 131, p. 309.