

No. 1809

**WORLD HEALTH ORGANIZATION
and
INDIA**

Agreement for the provision of a WHO pediatric nurse at the General Hospital, Madras, under the WHO regular budget. Signed at New Delhi, on 19 and 25 June 1952

Official text: English.

Registered by the World Health Organization on 21 July 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

Accord relatif à l'envoi d'une infirmière pédiatre à l'Hôpital général de Madras, dans le cadre du budget ordinaire de l'Organisation mondiale de la santé. Signé à New-Delhi, les 19 et 25 juin 1952

Texte officiel anglais.

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

No. 1809. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF A WHO PEDIATRIC NURSE AT THE GENERAL HOSPITAL, MADRAS, UNDER THE WHO REGULAR BUDGET. SIGNED AT NEW DELHI, ON 19 AND 25 JUNE 1952

The World Health Organization (hereinafter referred to as "the Organization") and

The Government of India (hereinafter referred to as "the Government")

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 cooperation;

HAVE AGREED as follows :

PART I

PLAN OF ACTION

1.—*Objectives*

- a) To advise and assist in the development of the nursing aspect of the pediatric department at the Madras General Hospital;
- b) to advise and assist in developing a nursing education programme in pediatrics and in developing a satisfactory training field in pediatrics for medical students and for nurses;
- c) to work closely with the medical and nursing staff of the Madras General Hospital and with associated Nursing Schools in all aspects of pediatric nursing with the purpose of improving the nursing care of the patients and the teaching programme in pediatrics;
- d) correlate the theoretical and clinical instruction and include preventive aspects;

¹ Came into force on 25 June 1952, as from the date of signature, in accordance with paragraph 2 of part IV.

- e) to advise and assist in developing nursing techniques best suited to the needs of the hospital taking into consideration the economic resources of the country and the customs of the people.

2.—*Planning, extent and administration of the project*

- 2.1. The project will be conducted under the responsibility of the government;
- 2.2. the international nurse provided by the organization will work in close cooperation with the Matron and the Medical and the nursing staff of the hospital and nursing schools, and with the Professor of Pediatrics. She will be under the immediate direction of the Nursing Superintendent of the Hospital subject to WHO Staff Rules and Regulations;
- 2.3. the method of operation will envisage the teaching of nurses, midwives, medical students, and auxiliary groups; working with and advising the matching and other members of the nursing staff;
- 2.4. the international nurse shall act as technical adviser in the operation of the project. She will advise the government through the Matron and Medical Superintendent on matters connected with pediatric nursing such as teaching equipment, text books etc.
- 2.5. close cooperation with the pediatric departments of the Stanely Medical College Hospital and the Prince of Wales Children Hospital is envisaged;
- 2.6. the project is planned for a period of 2 years; the target date for commencement of the project being the 1st May 1952.

PART II

COMMITMENTS OF THE ORGANIZATION

1. The Organization shall provide under the Regular Budget the following personnel, equipment, supplies and fellowship provided that for the period of operations beyond 1952 these commitments shall be subject to budgetary limitations of the Organization.

1.1.—*Personnel*

1 Pediatric Nurse

1.2.—*Equipment, supplies and literature*

The list of supplies will be submitted by the international expert on joining the project.

1.3.—*Fellowships*

One international fellowship in pediatric nursing for a period of one year will be available for a national nurse who is a potential teacher and leader to undertake specialised training in pediatrics. She will on her return work

with the international nurses and gradually assume responsibility for the project. This fellowship shall be within and not in addition to the general fellowship allocation made to the Government.

2. The Organization further undertakes, with regard to commitments above, to pay and provide for the following :
 - 2.1. the salary, allowances, insurance and travel of the international staff outside the country of assignment.
 - 2.2. the carriage of imported equipment and supplies to the country;
 - 2.3. any other expenses outside the country and necessary in connexion with the project.
3. Upon termination of the project, the materials supplies and equipment furnished by the Organization under Part II of this Agreement shall be disposed of as mutually agreed between the Government and the Organization.

PART III

COMMITMENTS 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. Provide a parallel nurse to work with the international nurse who will gradually take over the responsibility for this programme;
 - 1.2. provide a suitable candidate for the fellowship in pediatric nursing. The selection of this fellow to be made from nurses who have had experience in a pediatric ward in their own country and are interested in continuing in this specialised field. This specialised fellowship shall be within and not in addition to the general allocation made to the Government;
 - 1.3. provide an adequate number of graduate and student nurses for the pediatric department in order that (a) good nursing care of the patients might be practised, (b) the department be successfully administered and developed as a well organized teaching unit in pediatrics for both nurses and medical students;
 - 1.4. provide adequate ward equipment and supplies for teaching purpose and for the successful carrying out of the project;
 - 1.5. provide living quarters of a reasonably adequate standard for the international nurse;

- 1.6. provide transport for the international nurse to and from the duty station if accommodated away from the hospital and nursing school;
- 1.7. provide secretarial assistance, office requisites etc.
2. The Government further undertakes to pay and provide the following:
 - 2.1. the cost of travel including a per diem allowance for the international nurse while travelling on official business within the country and away from her duty station at the U.N. local subsistence rate. If the staff member is provided during days of travel with free accommodation or meals the subsistence rate will be reduced by 40 per cent for accommodation and 40 per cent for meals;
 - 2.2. the cost of incidental expenses necessary for the successful carrying out of the project;
 - 2.3. the cost of medical care and hospitalisation of the international personnel in case of sickness;
- and
- 2.4. payment of taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Part IV.
3. The Government shall continue the programme within the scope of available resources when assistance from the Organization is withdrawn.

PART IV

FINAL PROVISIONS

1. The Government shall accord the Organization and its personnel under this project all the privileges and immunities normally accorded to the Organization, its property, assets, officials and experts under the provision of the Convention on the Privileges and Immunities to the Specialized Agencies.¹

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 this programme undertaken under this Agreement.

2. This Agreement shall enter into force on the date of its signature by both the contracting parties and it shall remain in force until 31st December, 1952.

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.

3. With the mutual consent of the Organization and the government this Agreement may be modified whenever circumstances require it.
4. This Agreement may be renewed upon its expiration on 31st December, 1952, with such modifications and amendments as agreed upon by the contracting parties.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect have signed this Agreement.

DONE in four copies in English at New Delhi on 19/6/1952

For the Government of India :

(Signed) P. M. MENON

19/6/52

Joint Secretary, Ministry of Health
Govt. of India

and at New Delhi on 25 June 1952

For the World Health Organization :

(Signed) S. F. CHELLAPPAH

Ag. Regional Director
