

No. 1827

**WORLD HEALTH ORGANIZATION
and
INDIA**

**Agreement for the operation of a nursing project in Bombay
(India) under regular budget. Signed at New Delhi,
on 4 and 9 June 1952**

Official text: English.

Registered by the World Health Organization on 15 August 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

**Accord relatif à la mise en œuvre d'un programme de soins
infirmiers à Bombay (Inde), dans le cadre du budget
ordinaire. Signé à New-Delhi, les 4 et 9 juin 1952**

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 15 août 1952.

No. 1827. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANIZATION FOR THE OPERATION OF A NURSING PROJECT IN BOMBAY (INDIA) UNDER REGULAR BUDGET. SIGNED AT NEW DELHI, ON 4 AND 9 JUNE 1952

The World Health Organisation (hereinafter referred to as the "Organisation") 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 to provide international personnel to assist in the development of a Nursing Education programme at the JJ² Hospital and Nursing School, Bombay.

PART I

PLAN OF ACTION

Objectives

1. a) To assist the Government to develop further the nursing training and education programme at the JJ Hospital and at the same time develop the training field for graduate nurses, midwives, and for any other course that may be initiated at a later date;

b) to work with and assist the Government in an advisory capacity in all matters connected with nursing;

c) to work with the staff of the hospital and nursing school and together develop the education programme, nursing techniques and procedures suited to local conditions and which will meet the needs of the State;

¹ Came into force on 9 June 1952, as from the date of signature, in accordance with Part IV (2).

² Jamsetjee Jeseebhoy.

d) correlate the theoretical teaching with the teaching in the hospital wards, and demonstrate and develop the public health aspects of nursing along side of the curative;

and

e) give every possible assistance in the administration of the school and the advancement of nursing generally.

2. *Planning, extent and administration of the Project*

2.1 The project will be conducted under the responsibility of the Government;

2.2 the Senior Adviser of the team provided by the Organisation shall act as chief technical adviser to the Government in the operation of the project. Other members of the team provided by the Organisation shall under the direction of the Senior Adviser act as advisers (on the project) in their respective specialities;

2.3 the method of operation will envisage teaching of nurses and midwives, training of matching and other personnel, advise to the Government on matters connected with nursing education, teaching equipment, text books etc.

2.4 Fellowships. In order to prepare nurses to take over from the International staff, fellowships will be provided for national staff. The selection of the fellows shall be made as far as possible from the nurses who have had experience in the specialised field in their own country; and the services of the Senior Adviser shall be availed of in the selection of fellows whenever practicable; and

2.5 the project is planned for a period of 3 years. The target date for commencement of the project will be June 1952. The international personnel for the project will be four in 1952 with the possibility of an increase by one in 1953. After the implementation of this project, a survey of the needs and facilities available for introducing a sound public health programme into the basic training of nurses to be explored and if possible developed as an extension project.

PART II

COMMITMENTS OF THE ORGANISATION

The Organisation agrees to provide under the Regular Budget the following personnel, equipment, supplies and fellowships provided that for the period of operation beyond 1952 these commitments are subject to budgetary limitations of the Organisation. The following personnel will be appointed :

a) *Personnel*

1 Sister Tutor

1 Sister Tutor (Nursing Arts)

- 1 Pediatric Nurse Instructor
- 1 Midwife Tutor
- 1 Public Health Nurse may be added after the implementation of this project and put in as an expansion of this project.

- b) *Equipment, supplies and literature*
As per list attached.
- c) *Fellowships 4 in the following subjects*
 - 1 Travel fellowship for Sister Tutor
 - 1 Public Health Nursing
 - 1 Pediatric Nursing
 - 1 Midwife Tutor Course.

The above fellowships are to be spread over the years 1952 and 1953.

2. The Organisation further undertakes with regard to the 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 connection with this project.

PART III

COMMITMENTS OF THE GOVERNMENT

1. The Government shall provide for the purposes of the project all personnel, materials, supplies, equipment and transport except as provided for in part II.

1.1 Provide living quarters of a reasonably adequate standard for the international personnel and dependants accompanying them to the duty station;

1.2 provide a parallel team to work with the international team and provide a nursing staff both graduate and pupil in reasonable numbers for the successful administration of the hospital, and the nursing care of the patients in order that the Nursing School and hospital service may be integrated into a well-organised teaching unit;

1.3 provide reasonable ward equipment and supplies for teaching purposes and for the successful carrying out of the project;

1.4 provide transport to and from the hospital to welfare centres etc. and any other local travel that may be considered necessary either in connection with nursing education or nursing administration;

and

1.5 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 personnel while travelling on official business within the country and away from the duty station at the rate mutually agreed upon between the World Health Organization and the government of India. If a staff member is provided during days of travel with free accommodation or meals, the subsistence rate will be reduced by 40 % for accommodation and 40 % 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 for the international personnel in the country 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 Organisation is withdrawn.

PART IV

DURATION, MODIFICATION AND TERMINATION OF THE AGREEMENT

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

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.

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.

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 the parties hereto agree to resort to a different mode of settlement.

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.

3. With the mutual consent of the Organisation 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.

5. Either of the parties may denounce the Agreement by written notification and termination shall become effective sixty days from the receipt of such notice.

6. Upon the termination of the project, the materials, supplies and equipment furnished by the Organisation under Part II of this Agreement shall be disposed of, as mutually agreed between the Government and the Organisation.

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

DONE in four copies in English at New Delhi on 4/6/52

For the Government of India :

(Signed) P. M. MENON, 4/6/52

and at New Delhi on 9 June 1952.

For the World Health Organisation :

(Signed) C. MANI
Regional Director