

No. 1594

**WORLD HEALTH ORGANIZATION
and
INDIA**

Agreement for the FAO/WHO joint project to increase food production and raise standards of health in the area of the Terai-Bhabar-Bilaspur Kichha in the Uttar Pradesh, India. Signed at New Delhi, on 11 and 22 October 1951

Official text: English.

Registered by the World Health Organization on 2 January 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

Accord relatif au programme commun de la FAO et de l'OMS destiné à augmenter la production alimentaire et à élever le niveau sanitaire de la région de Terai-Bhabar-Bilaspur Kichha, dans l'Uttar Pradesh (Inde). Signé à New-Delhi, les 11 et 22 octobre 1951

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 2 janvier 1952.

No. 1594. AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND INDIA FOR THE FAO/WHO JOINT PROJECT TO INCREASE FOOD PRODUCTION AND RAISE STANDARDS OF HEALTH IN THE AREA OF THE TERAI-BHABAR-BILASPUR KICHHA IN THE UTTAR PRADESH, INDIA. SIGNED AT NEW DELHI, ON 11 AND 22 OCTOBER 1951

Preamble

The following plan of operations must be considered in conjunction with any agreement which might be signed by the Government of India on behalf of the Uttar Pradesh and the Food and Agriculture Organization, concerning this project.

PART I

Plan of Action

1. *Objectives*

The objectives of this joint project shall be :

- 1.1. To assist the Government, through a joint and well co-ordinated FAO/WHO programme, in increasing food production and in raising the standards of health of the people in the Terai-Bhabar-Bilaspur Kichha area.
- 1.2. To prevent or control malaria and eventually other diseases with a view to improving the general health of the population; thus to increase their efficiency; and to encourage displaced families and prospective new settlers in the adjoining or nearby areas to participate in the food-production and colonization scheme of the Government.
- 1.3. To assist the Government in the development of the agricultural potentialities of the area and to render it more suitable for colonization purposes.
- 1.4. To co-operate with the Government in studying the various factors related to decreased food production and to assist in ameliorating these conditions.

¹ Came into force on 22 October 1951 by signature.

- 1.5. To assist eventually the Government in the development of its local health services, taking into special account the prevention and control of diseases that hamper foodproduction.
 - 1.6. To train local professional and auxiliary personnel, and also, as far as possible, personnel from other countries within the region, in all or some of the phases of the campaign envisaged in this programme.
 - 1.7. To assist in the evaluation of the results of this project in terms of malaria and other insect-borne diseases, general health, agricultural production and general economy of the area.
 - 1.8. To assist the Government, on request and to the extent compatible with the attainment of the above objectives and availability of personnel of the FAO and WHO for the project, by giving expert advice on related problems.
2. *Planning, extent and administration of the project*
- 2.1. The project will be conducted under the responsibility of the Government. The Senior Medical Officer appointed by Uttar Pradesh Government will direct the project with the technical advice of World Health Organization experts.
 - 2.2. Full co-operation will be given by the WHO, FAO and the Government in the planning and execution of the various phases of the project.

PART II

Commitments of WHO

The World Health Organization agrees to provide under the programme of Technical Assistance for Economic Development the following personnel, equipment, and supplies, subject to the availability of funds.

1.1. *Personnel*

- 1 Malariologist
- 1 Entomologist
- 1 Public Health Engineer or Sanitarian
- 1 Public Health Nurse

1.2. *Equipment, supplies and literature*

1.2.1. *Equipment*

- Compression sprayers : Lofstrand, 60; Hudson, 40 (with standard replacement parts and with 3 spare nozzles for each sprayer).
- Transport : 2 Jeeps (with 6-ply tyres); 1 truck (1 1/2 or 2 ton).

Bicycles : For men, 30; For women, 10.

2 microscopes, monocular, compound, with objectives 1.8 mm, 4 mm and 16 mm, eye-pieces 6× and 10×, mechanical stage and sub-stage condenser.

1.2.2. *Supplies* (for 1951 and 1952)

Insecticides :

DDT wettable powder, 50 % or 75 %, in terms of DDT Technical Grade	14,000 Kg.
DDT emulsion concentrate, 25 % in terms of DDT Technical Grade	3,500 Kg.
Chlordane, for fly control (equiv. Tech. Gr.)	
Health education materials	6,800 Kg.

1.2.3. *Other equipment, supplies and literature*

WHO agrees to provide the equipment for special purposes, that is, technical literature and medical equipment for special research work.

In addition, WHO agrees to provide the equipment and supplies that will be required for purposes of demonstration by the Public Health Engineer or Sanitarian and by the Public Health Nurse, in connection with their work.¹

PART III

Commitments of FAO

(To be accomplished by FAO in consultation with Government)

1. FAO agrees to provide, under the programme of Technical Assistance for Economic Development, the personnel, equipment, supplies (with or without fellowships), subject to the availability of funds as per supplemental agreement between the FAO and the Government of India bearing No. 3 dated 25th May 1951.

PART IV

Commitments of the Government

1. The Government of India, on behalf of the Government of Uttar Pradesh, agrees to provide all personnel, materials, equipment, supplies, services and accommodation necessary for the project, except those provided in Part II and Part III.

¹ These items to be determined after the plans of work of the public health engineer or sanitarian and the public health nurse have been finalized; that is, after these experts, in consultation with the senior WHO Adviser and the Government, have worked out their respective phases of the project.

1.1. *Personnel*

- 1 Medical officer malariologist (opposite number of Senior WHO Adviser)
- 1 Officer of the Public Works Department, Irrigation Branch (to serve as opposite number of international public health engineer)

- 1 Administrative officer
- 1 Assistant health officer
- 2 Sanitary inspectors
- 1 Entomologist (opposite number of international entomologist)

- 1 Senior lady health visitor (opposite number of international public health nurse)
- ¹ 7 Lady health visitors (to be re-assigned to designated areas)
- 2 Laboratory assistants
- 13 Malaria inspectors (to be re-assigned to designated areas)
- 18 Insect collectors (to be re-assigned to designated areas)
- 1 Head clerk
- 1 Stenographer
- 3 Clerks
- 1 Accounts clerk
- 1 Statistical clerk
- 1 Store keeper
- 1 Stock keeper
- 1 Draftsman
- 1 Mechanic
- 1 Peon
- 9 Orderly peons
- 1 Chowkidar
- 1 Sweeper
- 6 Drivers
- 6 Cleaners

1.2. *Equipment*

The Government agrees to provide the equipment needed for the project, except as provided in Part II, including :

1.2.1. Tools and other equipment for repairing sprayers.

¹ The 7 lady health visitors were originally placed in the agreement on the understanding that some large-scale public health work would be undertaken. As, however, there has been a reduction in the scope of this branch of public health in the first phase of the operation, it may be possible to reduce the figure. This should be decided finally after consultation between the Government representative and the Senior WHO Adviser.

- 1.2.2. Such items as small containers for transporting spraying materials, hand pumps, scales, funnels, minor tools, etc.
- 1.2.3. Other means of transport, such as hand-carts, animal-drawn vehicles, elephants or other animals for transport, which might eventually be necessary to reach places where motor vehicles cannot be used.
- 1.2.4. Maintenance and repair of transport equipment, including maintenance, stabling and care of all animals required for the project.
- 1.2.5. Typewriters, drafting equipment, office furniture, filing cabinets and other office equipment.
- 1.3. *Supplies*
 - 1.3.1. Petrol, oil, lubricants, tools and spare or replacement parts for all the motor transport employed in the project.
 - 1.3.2. Office and laboratory supplies, stationery, postage and other office contingencies.
- 1.4. *Premises*
 - 1.4.1. Suitable premises for the following (at Haldwani and at other places where such premises may be required):
 - Office
 - Laboratories
 - Store-rooms
 - Repair shops
 - Garages for motor vehicles
- 1.5. *Accommodation*
 - 1.5.1. *For international staff*: The Government will provide living quarters of reasonably adequate standard for the international staff members and dependants accompanying them to the duty station.
 - 1.5.2. *For national staff*: The Government will try to provide accommodation facilities for the national staff working on the project.
- 1.6. The Government undertake to bear the cost of duty travel within the country of the international staff at the rate mutually agreed upon between the WHO and the Government of India.
- 1.7. The Government undertake to bear the cost of medical care and hospitalization for the international personnel attached to the project, in cases of sickness.
- 1.8. The Government undertake the payment of taxes or other duties or levies collected by them and not covered by the privileges and immunities under Part V below.

2. The Government shall give continuing support for the administration of programme undertaken under this plan of operations, including the progressive assumption of financial responsibility and ensure continuance of this project after FAO/WHO assistance is withdrawn.

PART V

Duration, Privileges and Immunities, Arbitration, etc.

1. This plan of operations shall remain in force until 31st December 1952, in the first instance and may be renewed upon its expiration subject to mutual agreement by the Government, WHO and FAO, with such modifications and/or amendments as may be appropriate and mutually agreed.

2. For the purpose of this programme the Government shall extend to the Organization for the performance of its undertakings under this plan of operations, and to its personnel while engaged in this programme, the privileges and immunities set forth in the General Convention¹ on the Privileges and Immunities of the Specialized Agencies together with its Annex VII, as approved by the World Health Assembly and such other privileges and immunities as may be set forth in any separate instrument concluded between the parties hereto.

The provisions of the afore-mentioned Convention shall not apply to personnel furnished by the Government and which are not staff consultants or employees of the Organization.

3. The Government shall take suitable measures to protect the Organization against any claim for loss, damage or injury to persons or property resulting from or arising out of the executions of this programme.

4. Any difference between the Government and the Organization arising out of the interpretation or the application of this plan of operation, which is not settled by negotiation, shall be submitted to a Board of three arbitrators; the first to be appointed by Government, the second by the Director-General of the Organization 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.

5. In accordance with the Resolution² of the Second World Health Assembly, and subject to such other policies and procedures as may be determined from

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, and Vol. 117.

² *Official Records of the World Health Organization*, No. 21, p. 39.

time to time by the World Health Assembly, the Government and the Organization shall make such arrangements as may be mutually acceptable concerning the reimbursement of the depreciated value of any non-expendable equipment and the cost of expendable material and supplies provided by the Organization and left in the area of operation at the conclusion of the programme.

IN WITNESS WHEREOF, the undersigned have signed the plan of operations.

DONE at New Delhi on 11th October 1951

(Signed) P. M. MENON
Joint Secretary
of the Government of India,
Ministry of Health

and at New Delhi on 22nd October 1951

(Signed) C. MANI
Director
Regional Office for South-East Asia,
for WHO