

No. 1828

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**WORLD HEALTH ORGANIZATION  
and  
INDIA**

**Basic Agreement for the provision of technical advisory assistance in connexion with health projects. Signed at New Delhi, on 16 July 1952**

*Official text: English.*

*Registered by the World Health Organization on 15 August 1952.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
INDE**

**Accord de base relatif à la fourniture d'une assistance technique de caractère consultatif en ce qui concerne les programmes sanitaires. Signé à New-Delhi, le 16 juillet 1952**

*Texte officiel anglais.*

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

No. 1828. BASIC AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE IN CONNEXION WITH HEALTH PROJECTS. SIGNED AT NEW DELHI, ON 16 JULY 1952

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PREAMBLE

For the provision of technical advisory assistance (Health Projects)

The Government of India (hereinafter referred to as “ the Government ”);  
and

The World Health Organization (hereinafter referred to as “ the Organization ”);

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory assistance, and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be assumed and the services which shall be provided by the Government and the Organization;

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation,

HAVE AGREED AS FOLLOWS :

*Article I*

FURNISHING OF TECHNICAL ADVISORY ASSISTANCE

1. The Organization shall render technical advisory assistance to the Government on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements pursuant to this Basic Agreement.
2. Such technical advisory assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949,<sup>2</sup> and as appropriate in accordance with the relevant

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<sup>1</sup> Came into force on 16 July 1952, upon signature, in accordance with article VI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

3. Such technical advisory assistance may consist

(a) in making available the services of experts to India (hereinafter called "the country"), in order to render advice and assistance to the appropriate authorities;

(b) in organizing and conducting seminars, training programmes, demonstration projects, experts working groups, and related activities in such places as may be mutually agreed;

(c) in awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government, and approved by the Organization shall study or receive training outside the country;

(d) in preparing and executing pilot projects in such places as may be mutually agreed;

(e) in providing any other form of technical advisory assistance which may be agreed upon by the Government and the Organization.

4. (a) Experts who are to render advice and assistance to the Government shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization.

(b) In the performance of their duties the experts shall act in close consultation with the Government and with those persons or bodies so authorized by the Government and shall comply with such instructions from the Government as may be foreseen in the supplementary agreements or arrangements.

(c) The experts shall in the course of their advisory work make every effort to instruct any technical staff as the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

5. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer.

6. The duration of the technical advisory assistance to be furnished shall be specified in the relative supplementary agreements or arrangements.

*Article II*CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL  
ADVISORY ASSISTANCE

1. The Government shall do everything in its power to ensure the effective use of the technical advisory assistance provided.
2. The Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organization.
3. In any case, the Government will, as far as practicable, make available to the Organization information on the actions taken as a consequence of the assistance rendered and on the results achieved.

*Article III*

## ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full the costs necessary to the technical advisory assistance which are payable outside the country, as follows :
  - (a) the salaries of the experts;
  - (b) the costs of transportation and subsistence of the experts during their travel to and from the point of entry into the country;
  - (c) the cost of any other travel outside the country;
  - (d) insurance of the experts;
  - (e) purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;
  - (f) any other expenses outside the country approved by the Organization.
2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph 1, of this Agreement.

*Article IV*

## ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical advisory assistance by paying for, or directly furnishing, the following facilities and services :
  - (a) local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance;

- (b) the necessary office space and other premises;
- (c) equipment and supplies produced within the country;
- (d) transportation of personnel, supplies and equipment for official purposes within the country;
- (e) postage and telecommunications for official purposes;
- (f) medical care for technical assistance personnel as may be agreed to between the Government and the Organization;
- (g) such subsistence for experts as may be specified in supplementary agreements or arrangements.

2. For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where the Organization has the custody of such a fund, account shall be duly rendered and any unused balance shall be returned to the Government.

3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, as may be specified under supplementary agreements or arrangements.

4. In appropriate cases the Government shall put at the disposal of the experts such labour, equipment, supplies and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

#### *Article V*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

The Government shall apply to the Organization, their staff (including experts engaged by them as members of the staff), funds, properties and assets, the appropriate provisions of the agreement dated 9th of November, 1949,<sup>1</sup> subject to such modifications as are made from time to time pursuant to the provisions of section 35 of the said agreement.

#### *Article VI*

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Government and of the Organization.
2. This Basic Agreement and any supplementary agreement or arrangement made pursuant hereto may be modified by agreement between the Government

<sup>1</sup> United Nations, *Treaty Series*, Vol. 67, p. 43.

and the Organization, each of which shall give full and sympathetic consideration to any request by the other for such modification.

3. The Basic Agreement may be terminated by either party upon written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute termination of the supplementary agreements or arrangements made hereunder.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and the Organization respectively, have, on behalf of the Parties, signed the present agreement at New Delhi this 16th day of July 1952 in the English language in three copies.

For the Government of India :

(Signed) P. M. MENON

Joint Secretary to the Government of India  
Ministry of Health

For the World Health Organization :

(Signed) C. MANI

Regional Director for South East Asia