

No. 1846

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**WORLD HEALTH ORGANIZATION  
and  
CHILE**

**Agreement for the provision of technical assistance to increase the production of antibiotics in the Bacteriological Institute of Chile. Signed at Santiago, on 11 July 1952, and at Washington, on 28 July 1952**

*Official texts: English and Spanish.*

*Registered by the World Health Organization on 22 September 1952.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
CHILI**

**Accord relatif à la fourniture d'une assistance technique en vue d'augmenter la production d'antibiotiques à l'Institut de bactériologie du Chili. Signé à Santiago, le 11 juillet 1952, et à Washington, le 28 juillet 1952**

*Textes officiels anglais et espagnol.*

*Enregistré par l'Organisation mondiale de la santé le 22 septembre 1952.*

No. 1846. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ASSISTANCE TO INCREASE THE PRODUCTION OF ANTIBIOTICS IN THE BACTERIOLOGICAL INSTITUTE OF CHILE. SIGNED AT SANTIAGO, ON 11 JULY 1952, AND AT WASHINGTON, ON 28 JULY 1952

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The World Health Organization (hereinafter referred to as "the Organization"), desiring to give effect to Resolution WHA3/116,<sup>2</sup> 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 Republic of Chile (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 technical assistance to be provided for the expansion of the antibiotic plant of the Bacteriological Institute of Chile (hereinafter referred to as "the Institute"), 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;

HAVE AGREED AS FOLLOWS :

*Part I*

PLAN OF ACTION

1. *Objectives*

The objectives of this project shall be :

- 1.1 To improve and expand the existing penicillin plant of the Institute.
- 1.2 To meet the needs for the use of penicillin in the country, particularly the amount required for the medical care and preventive medicine programs.
- 1.3 To increase the production of penicillin in order that it may be furnished to the Governments of the neighbouring countries, as required, for use in public

<sup>1</sup> Came into force on 28 July 1952, by signature.

<sup>2</sup> *Official Records of the World Health Organization*, No. 28, p. 68.

health programs, under conditions to be agreed upon by the Government and the Organization.

1.4 To facilitate means for the technical training of the personnel of the Institute in charge of the functioning and the administration of the plant.

1.5 To utilize the plant as a center for the interchange of information and of personnel with other entities which are developing similar programs.

1.6 To provide adequate facilities in the plant to train fellows in the regular activities of an antibiotic producing center.

### 2. *Administration and Extent of the Project*

2.1 In the execution of this Agreement the Government and the Organization agree to be guided by and to observe the Observations on 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.<sup>1</sup>

2.2 This project shall be conducted under the responsibility of the Government through the Director of the Institute, with the technical collaboration of the Organization.

2.3 The activities of the project shall be conducted on the basis of the recommendations and plans which were proposed by the Organization and accepted by the Government.

2.4 The advisers provided by the Organization shall be responsible to the Organization and shall act under the administrative direction of the Zone Office of the Pan American Sanitary Bureau, Regional Office of the Organization.

2.5 The Government will enter into an agreement with the United Nations International Children's Emergency Fund (UNICEF) with regard to the participation of that body in the program.

### 3. *Publications and Reports*

3.1 The Government will sponsor the greatest publicity possible both within and outside of the country regarding the purposes, progress and results of the program.

3.2 The Director of the Institute shall prepare monthly reports and at the completion of the project a final report shall be prepared on the activities, progress made and results obtained. These reports shall be forwarded directly to the Minister of Public Health, and to the Organization through the Zone Office of the Pan American Sanitary Bureau, Regional Office of the Organization.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

*Part II*

## COMMITMENTS OF THE ORGANIZATION

1. The Organization shall provide, under the Expanded Program of Technical Assistance for Economic Development, the personnel and fellowships specified below provided that for the period of operation beyond 31 December 1952 these commitments shall be subject to the budgetary limitations of the Organization :

*1.1 Personnel*

- (a) One (1) construction engineer, for a period of six (6) months.
- (b) One (1) production engineer, for a period of twelve (12) months.
- (c) One (1) technical adviser, for a period of twelve (12) months.

1.2 The Organization will pay the salaries, and allowances and travel expenses of the international personnel outside of Chile, as well as their insurance.

*2. Fellowships*

The Organization will provide three (3) fellowships to the following Chilean professionals, to study abroad for a period of one year in order that they may specialize, within their respective fields, in the different phases of the production of antibiotics on a large scale :

- (a) One (1) Bacteriologist;
- (b) One (1) Chemist;
- (c) One (1) Engineer.

2.1 The fellowships given in paragraph 2 above shall be administered in accordance with the fellowship regulations of the Organization.

*Part III*

## COMMITMENTS OF THE GOVERNMENT

1. The Government shall provide all local personnel, material, supplies and equipment necessary for the project, except that to be provided under Part II hereof.

1.1 The Government shall assign from its budget 24,760,000 (twenty-four million seven hundred and sixty thousand) Chilean pesos for the expansion of the buildings and the services already existing in the penicillin plant, to purchase raw materials and to cover other expenses required for its functioning during the first four months.

*2. Commitments with regard to WHO Personnel Assigned to this Project*

2.1 The Government agrees to pay for, in local currency or otherwise, the following part of the expenses relating to the technical assistance received :

- (a) Lodging allowance of 540 (five hundred and forty) Chilean pesos a day for each expert accompanied by one or more dependents, and 360

(three hundred and sixty) Chilean pesos a day for each expert without dependents.

- (b) Transportation and a *per diem* allowance of 900 pesos for each expert while traveling on official business within Chile away from their duty station.
- (c) All official telegraph, telephone, postal and other communication expenses.
- (d) Medical care and hospitalization for the experts when necessary.
- (e) Taxes and other duties or levies collected by the Government not covered by the privileges and immunities under paragraph 1. of Part IV thereof.

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

2.3 For the purpose of meeting the obligations under paragraph 2.1 above, the Government agrees to open a special account which shall at no time fall below 100,000 (one hundred thousand) Chilean 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 international personnel shall present their claim 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 Convention on Privileges and Immunities of the Specialized Agencies of the United Nations.<sup>1</sup>
2. This Agreement may be modified by mutual consent of the Government and the Organization.
3. This Agreement may be terminated by either party upon written notice to the other and shall terminate sixty (60) days from the receipt of such notice.

<sup>1</sup> 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.

IN WITNESS WHEREOF, the undersigned, being duly authorized to that effect, have signed this Agreement at Santiago, Chile, on the 11th day of July, 1952, and at Washington, D.C., on the 28th day of July 1952, in six (6) copies, three (3) in Spanish and three (3) in English.

For the Government of the Republic of Chile :

(Signed) Jorge MARDONES RESTAT  
Ministry of Health and Social  
Welfare

For the World Health Organization :

(Signed) M. G. CANDAU  
for Fred L. Soper  
Regional Director for the Americas