

No. 1619

**WORLD HEALTH ORGANIZATION
and
GUATEMALA**

**Basic Agreement for health projects in Guatemala.
Signed at Guatemala, on 5 December 1951, and at
Washington, on 17 December 1951**

Official texts: English and Spanish.

Registered by the World Health Organization on 4 February 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
GUATEMALA**

**Accord de base relatif à des programmes sanitaires au
Guatemala. Signé à Guatemala, le 5 décembre 1951,
et à Washington, le 17 décembre 1951**

Textes officiels anglais et espagnol.

Enregistré par l'Organisation mondiale de la santé le 4 février 1952.

No. 1619. BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA AND THE WORLD HEALTH ORGANIZATION FOR HEALTH PROJECTS IN GUATEMALA. SIGNED AT GUATEMALA, ON 5 DECEMBER 1951, AND AT WASHINGTON, ON 17 DECEMBER 1951

The World Health Organization (hereinafter referred to as “the Organization”) desiring to give effect to Article 2 (d) of the Constitution² concerning the provision of technical advisory assistance by the Organization and Resolution WHA 3/116³ adopted by the World Health Assembly on 25 May 1950, concerning the participation of the Organization in an expanded Programme of Technical Assistance for Economic Development; and

The Government of the Republic of Guatemala (hereinafter referred to as “the Government”) having requested technical advisory assistance for the development of health projects in Guatemala;

Being desirous of obtaining 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 cooperation;

HAVE AGREED AS FOLLOWS :

Article I

(a) The Organization shall render technical advisory assistance to the Government on the matters and in the manner described in Supplementary Agreements made pursuant to this Agreement.

(b) The Organization shall consult with the Government in connection with any experts (hereinafter referred to as “the personnel”) appointed to visit the country in an advisory capacity. The personnel shall be responsible to, and under the direction and supervision of, the Organization.

(c) The personnel shall, in the course of their work, make every effort to furnish information and instruction to any technical staff of the Government

¹ Came into force on 17 December 1951 by signature.

² United Nations, *Treaty Series*, Vol. 14, p. 185.

³ *Official Records of the World Health Organization*, No. 28, p. 68.

who may be associated with them, in the methods, techniques and practices of that work and in the principles upon which these are based, and the Government shall, whenever practicable, assign technical staff to associate with the personnel for this purpose.

(d) Grants for study and training abroad may be made available as part of an agreed project. Such grants shall be administered in accordance with the Organization's fellowship regulations.

(e) Any technical or other equipment or supplies provided by the Organization in connection with any technical advisory assistance furnished by the Organization shall remain the property of the Organization unless and until title thereto is transferred on terms and conditions agreed between the Organization and the Government.

(f) As part of the technical advisory assistance furnished, the Organization may make arrangements for the carrying out of laboratory or other tests, experiments or research outside the country.

Article II

The Organization and the Government agree to be guided by and to observe as appropriate the policies established by the World Health Assembly and the observations on and guiding Principles of an Expanded Programme 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.¹

Article III

In the planning and execution of projects for which Supplementary Agreements are made pursuant to this Agreement the Organization shall provide and pay for the personnel, equipment, supplies and fellowships, specified in each Supplementary Agreement; more particularly as follows :

(a) *Personnel :*

The Organization shall pay salaries, allowances and travel outside the country, and insurance of the personnel;

(b) *Equipment and supplies*

The Organization shall be responsible for the purchase and carriage of materials, supplies and equipment to and from the country;

(c) *Other Expenses*

The Organization shall meet any other expenses outside the country and necessary in connection with the provision of technical assistance.

¹ United Nations, *Treaty Series*, Vol. 76, p. 132.

Article IV

1. In the planning and execution of projects for which Supplementary Agreements are made pursuant to this Agreement the Government shall provide for the personnel, equipment, supplies and facilities, as specified in each Supplementary Agreement and assumes responsibility for such part of the costs of the technical assistance furnished by the Organization under this Agreement as can be paid for in local currency or otherwise to the following extent :

- (a) the lodging expenses of the international personnel;
- (b) the cost of travel, including a *per diem* allowance, for the international personnel while travelling on official business within the country away from their duty station;
- (c) the cost of official telephone, telegraph, postal and other means of communication;
- (d) cost of medical care and hospitalization for the international personnel in the country;
- (e) appropriate offices, expendable office material and furniture, interpreters' and translators' services as may be necessary, including secretarial assistance;
- (f) any other expenses, services or facilities mutually agreed upon.

2. In lieu of making payment in accordance with paragraph (1) above, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Government and the Organization.

3. For the purpose of meeting its obligations under paragraph (1) above, the Government shall establish, maintain and place at the disposal of the Organization a local currency fund or funds in such amounts and under such procedures as may be specified in any of the supplementary agreements. Any unused balances shall be returned to the Government, after the rendering of accounts.

4. In appropriate cases, the Government shall also provide such land, labour, equipment or property as may be required, to be determined as the need arises, in agreement with the Organization.

Article V

The Government shall accord to the Organization, its personnel, property and assets in connection with the performance of this Agreement and any Supplementary Agreement hereto, all the privileges and immunities normally accorded to the Organization, its property, assets, officials and experts under

the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.¹

Article VI

(a) This Agreement and any Supplementary Agreement hereto may be modified by mutual consent of the Government and the Organization.

(b) This Agreement may be terminated by either party upon written notice to the other and shall terminate sixty days from the receipt of such notice. Termination of this Agreement shall constitute termination of any Supplementary Agreement hereto. Any such supplementary agreement may also be separately terminated on like notice.

(c) Any difference arising out of the interpretation or application of this Agreement or any Supplementary Agreement hereto which is not otherwise settled by the parties shall be referred to arbitration. In that case each party shall appoint one arbitrator. Any differences that these cannot settle between themselves shall be submitted to a third arbitrator appointed by them to decide without further recourse.

(d) This Agreement and any Supplementary Agreement hereto shall be transmitted by the Director-General of the Organization to the Secretary-General of the United Nations, for registration in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the Government and the Organization have signed this Agreement at Guatemala City, Guatemala, on the 5th Day of December 1951, and at Washington, D.C. on 17th day of December 1951, in six copies, three in English and three in Spanish (both texts being authentic).

For the
Government of the Republic
of Guatemala :

(Signed) Carlos TEJEDA FONSECA
Minister of Public Health and Social
Welfare

For the
World Health Organization :

(Signed) Fred L. SOPER
Regional Director of the Americas

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.