

No. 1966

**WORLD HEALTH ORGANIZATION
and
CHILE**

**Agreement for health projects in Chile. Signed at Santiago,
on 22 October 1952, and at Washington, on 4 November
1952**

Official texts: English and Spanish.

Registered by the World Health Organization on 1 December 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
CHILI**

**Accord relatif à des programmes sanitaires au Chili. Signé
à Santiago, le 22 octobre 1952, et à Washington, le
4 novembre 1952**

Textes officiels anglais et espagnol.

Enregistré par l'Organisation mondiale de la santé le 1^{er} décembre 1952.

No. 1966. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CHILE AND THE WORLD HEALTH ORGANIZATION FOR HEALTH PROJECTS IN CHILE. SIGNED AT SANTIAGO, ON 22 OCTOBER 1952, AND AT WASHINGTON, ON 4 NOVEMBER 1952

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 WHA3.116³ 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 Chile (hereinafter referred to as "the Government"), having requested technical advisory assistance for the development of health projects in Chile ;

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 co-operation ;

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 connexion 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 who may be associated with them, in the methods, techniques and practices of that

¹ Came into force on 4 November 1952, by signature.

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

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

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 equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred to the Government on terms and conditions mutually agreed upon between the Organization and the Government.

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 connexion with the provision of technical assistance.

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

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

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) postage and telecommunications for official purposes ;
- (d) medical care for technical assistance personnel ;
- (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. 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

The Government shall accord to the Organization, its personnel, its experts, property and assets in connexion with the performance of this Agreement and any Supplementary Agreement hereto, all the privileges and immunities set forth in the Convention¹ on the Privileges and Immunities of the Specialized Agencies of the United Nations, ratified by Chile as appear in the instrument of ratification deposited in New York the 21st of September 1951, and particularly the clauses of the Annex VII² relating to the World Health Organization.

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. Ter-

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 ; Vol. 131, p. 309, and Vol. 136, p. 386.

² United Nations, *Treaty Series*, Vol. 71, p. 318.

mination of this Agreement shall constitute termination of any Supplementary Agreement hereto. Any such supplementary agreement may also be separately terminated on like notice.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the Organization and the Government, have on behalf of the Parties signed the present Agreement, in six copies, three in Spanish and three in English, at the City of Santiago this 22nd day of October 1952, and at Washington, D.C., this 4th day of November 1952.

For the Government
of the Republic of Chile :
(Signed) Sótero DEL RÍO
Minister of Health and Social Welfare

For the
World Health Organization :
(Signed) Fred L. SOPER
Regional Director for the Americas