

No. 1668

**WORLD HEALTH ORGANIZATION
and
GUATEMALA**

Agreement regarding the venereal disease investigation laboratory and training centre. Signed at Guatemala, on 21 December 1951, and at Washington, on 29 December 1951

Official texts: English and Spanish.

Registered by the World Health Organization on 24 March 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
GUATEMALA**

Accord relatif au laboratoire de recherches et centre de formation pour la vénéréologie. Signé à Guatemala, le 21 décembre 1951, et à Washington, le 29 décembre 1951

Textes officiels anglais et espagnol.

Enregistré par l'Organisation mondiale de la santé le 24 mars 1952.

No. 1668. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA AND THE WORLD HEALTH ORGANIZATION REGARDING THE VENEREAL DISEASE INVESTIGATION LABORATORY AND TRAINING CENTRE. SIGNED AT GUATEMALA, ON 21 DECEMBER 1951, AND AT WASHINGTON, ON 29 DECEMBER 1951

The Government of the Republic of Guatemala (hereinafter referred to as “the Government”), having requested technical assistance in furtherance of its plans for economic development;

and

The World Health Organization (hereinafter referred to as “the Organization”), desiring to give effect to Resolution WHA 3/116 adopted by the World Health Assembly on 25 May 1950,² concerning the participation of the Organization in the Expanded Program of Technical Assistance for Economic Development.

Being desirous of obtaining mutual agreement concerning the program developed by the Venereal Disease Investigation Laboratory and Training Center for the training of serologists, technicians and other personnel selected from the Central American countries and Panama and other countries of the Americas, and particularly concerning the purpose and scope of the said program and the responsibility that shall be assumed and the materials and services that shall be provided;

Declaring that these obligations shall be fulfilled in a spirit of friendly cooperation,

HAVE AGREED AS FOLLOWS :

PART I

Plan of Action

1. *Objectives*

1.1. To develop laboratory activities for the standardization of serological techniques for the diagnosis of syphilis.

¹ Came into force on 1 January 1952 in accordance with paragraph 2 of part IV.

² *Official Records of the World Health Organization*, No. 28, p. 68.

- 1.2. To continue and broaden the work of standardization of the serological techniques used in the official laboratories of Guatemala.
- 1.3. To continue and broaden the work of standardization of the serological techniques used in the laboratories of the other Central American countries and Panama.
- 1.4. To provide technical training in the sero-diagnosis of syphilis to personnel from the Central American countries, Panama, and other countries of the Americas.
- 1.5. To carry out the distribution of previously tested antigens for the diagnosis of syphilis. These antigens shall be sold at cost price to the official laboratories of the Central American countries and Panama and to other countries requesting them.
- 1.6. To furnish laboratory facilities to groups chosen from the American countries, such as: health authorities, schools of medicine and other official institutions.
- 1.7. To intensify the investigations of the various phases of venereal disease control, with special emphasis on the study of the causes of false positivity of serological reactions for diagnosis of syphilis that have been observed in Central America.
- 1.8. To furnish technical advice, upon request, to the Ministry of Public Health and Welfare (hereinafter referred to as "the Ministry") for the solution of related problems, to the extent compatible with the aforementioned objectives and in accordance with the availability of the personnel of the Organization.

2. *Planning, Scope and Administration of the Program*

- 2.1. In the implementation of this Agreement, the Government and the Organization agree to be guided by and to comply with the Observations and Guiding Principles of the 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.¹
- 2.2. This program shall be developed under the responsibility of the Government, through the Ministry, with the technical and material assistance of the Organization.
- 2.3. This program shall broaden the activities for sero-diagnosis of syphilis that are being developed by the Government.
- 2.4. The technical direction of this program shall be the responsibility of the consultant serologist mentioned in paragraph 1.1 of Part II hereof, who, in turn, shall be under the administrative and technical direction of the III Zone Office of the Pan American Sanitary Bureau, Regional Office of the World Health Organization.

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

2.5. The program for the training of laboratory technicians shall be conducted in accordance with the needs of the anti-venereal program in each of the countries of Central America and Panama.

2.6. If it is necessary to modify the methods used in this program, such modifications shall conform to the technical plans outlined by the Organization.

3. *Publications and Reports*

3.1. The Government shall authorize the publication, both national and international, of the results of this program in order to facilitate the greatest possible dissemination thereof. It is understood that any scientific paper or other reports relating to this program may be published in the publications of the Organization for the benefit of inter-change of scientific information.

3.2. The consultant serologist designated by the Organization shall submit monthly reports to the Organization on the progress achieved, and copies thereof shall be forwarded to the Ministry.

3.3. Upon termination of the present Agreement, the consultant serologist shall prepare a final report, which shall be submitted to the Organization and to the Ministry.

PART II

Commitments of the Organization

1. The Organization undertakes to provide the following personnel, fellowships, equipment and supplies, as soon as practicable, under the Expanded Program of Technical Assistance for Economic Development and subject to the budgetary limitations of the Organization :

1.1. *Personnel*

One serologist to serve as consultant, for a period of twelve months, who shall be responsible for furnishing technical advice in connection with the program activities of the laboratory.

1.1.2. The functions of the aforementioned consultant may be modified at a later date, in accordance with paragraph 3, of Part IV of the present Agreement.

1.1.3. The salary and insurance of the aforementioned specialist shall be assumed by the Organization. The Organization shall also pay the travel expenses and per diem of its expert up to the place of entry into Guatemala, as well as any other expenses that are incurred outside that country.

1.2. *Fellowships*

Ten (10) fellowships for training of short duration. These fellowships shall be awarded and administered in conformity with the regulations governing the fellowship program of the Organization. It is understood that the selection of candidates shall be made by mutual agreement between the contracting parties.

1.3. *Equipment*

1.3.1. Such equipment as is necessary for the implementation of this program and which cannot be obtained in Guatemala. It is understood that the total cost of the said equipment shall not exceed the sum of U.S. \$1,000 (One Thousand Dollars).

1.3.2. The Organization shall retain title to the equipment referred to in paragraph 1.3.1 above, unless and until title thereto is transferred on terms and conditions agreed between the Organization and the Government.

1.4. *Supplies*

The necessary antigens and reagents in quantities not exceeding the cost of U.S. \$500 (Five Hundred Dollars).

1.5. *Transportation of Equipment and Supplies*

Transportation to Guatemala of the equipment and supplies referred to in paragraph 1.3. and 1.4 of this Part II.

PART III

Commitments of the Government

1. The Government undertakes to provide all of the personnel, materials, supplies and equipment required for the execution of the program, except those specified in Part II hereof.

Specifically, the Government, through the Ministry, shall provide the following :

1.1. *Personnel*

The professional and auxiliary personnel who will assume responsibility for continuing the program after the personnel of the Organization has been withdrawn. This personnel shall work with the international expert for the duration of the program. The minimum number of personnel to be provided by the Ministry shall comprise three laboratory technicians having previous experience in activities for the sero-diagnosis of syphilis.

1.2. *Equipment*

The equipment required for operation of the laboratory in Guatemala City.

1.3. *Supplies*

The supplies necessary to supplement the contribution of the Organization, and required for operation of the program.

1.4. *Premises*

Suitable premises for development of the activities of the laboratory, in the building of the National Department of Health of the Ministry.

1.5. *Commitments with respect to the WHO Expert*

The Government further undertakes to provide and pay for, in national currency or otherwise, the following :

- (a) lodging for the expert, at the rate of 4 quetzales per day if the said expert travels to the country without dependents, and at the rate of 6 quetzales per day if he is accompanied by one or more dependents;
- (b) travel expenses, including a per diem allowance for the international expert, at the rate of 10 quetzales, during his official travel within the country away from his duty station;
- (c) official telephone, telegraph, postal and other communication expenses;
- (d) medical care and hospitalization in Guatemala;
- (e) taxes or any other levies collected by the Government not covered by the privileges and immunities referred to in Part IV of the present Agreement, if and when they are directly related or are necessary for more efficiency in the performance of service.

1.5.1. In lieu of making payment in accordance with paragraph 1.5 of this Part III, the Government may give supplies and services in kind, to the extent that may be agreed upon between the Ministry and the Organization.

PART IV

Final Provisions

1. The Government shall accord to the Organization, its personnel, property and assets in the country, in connection with the performance of this Agreement, 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
2. This Agreement shall enter into force on 1 January 1952 and shall remain in effect until 31 December 1952.
3. This Agreement may be modified by mutual agreement between the Government and the Organization. It may be extended in like manner.
4. This Agreement may be terminated by either of the parties hereto upon written notice to the other, and shall terminate ninety (90) days from the date of the receipt of such notice.

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. 922; Vol. 101, p. 288; Vol. 102, p. 322; Vol. 109, p. 319; Vol. 110, p. 314; Vol. 117, and Vol. 122, p. 335.

5. This Agreement 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 undersigned, being duly authorised for that purpose, have signed this Agreement in Guatemala City, Guatemala, on the 21 day of the month of December 1951, and in Washington, D.C. on the 29 day of the month of December 1951, in six (6) copies, three in Spanish and three in English.

For the Government of the Republic
of Guatemala :

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

For the World Health Organization :

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