

No. 1627

**WORLD HEALTH ORGANIZATION
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Basic Agreement for the provision of technical advisory assistance to the Trust, Non-Self-Governing and other Territories for whose international relations the Government of the United Kingdom is responsible. Signed at Geneva, on 7 February 1952

Official text: English.

Registered by the World Health Organization on 15 February 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

Accord de base relatif à la fourniture d'une assistance technique de caractère consultatif aux Territoires sous tutelle, territoires non autonomes et autres territoires dont le Gouvernement du Royaume-Uni assure les relations internationales. Signé à Genève, le 7 février 1952

Texte officiel anglais.

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

No. 1627. BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE TO THE TRUST, NON-SELF-GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THAT GOVERNMENT IS RESPONSIBLE. SIGNED AT GENEVA, ON 7 FEBRUARY 1952

The World Health Organization, (hereinafter referred to as “the Organization”) and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as “the Government of the United Kingdom”);

CONSIDERING the objective and functions of the Organization as set out in Chapters I and II of the Constitution² of the World Health Organization signed at New York on 22nd July, 1946;

NOTING the recommendations of the Economic and Social Council of the United Nations made in its resolution number 222 (IX) of 15th August, 1949³ relating to an expanded programme of technical assistance for economic development of under-developed countries, and recognising that it is desirable in the interests of uniformity to apply the observations and guiding principles set out in Annex I to part « A » of Resolution 222 (IX) of the Economic and Social Council⁴ to technical advisory assistance provided under the regular budgets of the Organization;

CONSIDERING the resolution adopted by the Fourth World Health Assembly on the 24th May, 1951, relating to the costs to be borne by recipient Governments; *

DESIRING to promote the advancement of the inhabitants of the territories in the spirit of Chapters XI and XII of the Charter of the United Nations, and to fulfil their mutual responsibilities in a spirit of friendly cooperation;

HAVE AGREED AS FOLLOWS :—

Article I

1. The Organization shall, subject to the provisions of the present Agreement (hereinafter referred to as “the Basic Agreement”) and, so far as relevant,

¹ Came into force on 7 February 1952, upon signature, in accordance with article V.

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

³ United Nations document E/1553.

⁴ United Nations, *Treaty Series*, Vol. 76, p. 132.

in accordance with the " Observations on and Guiding Principles of an Expanded Programme of Technical Assistance for Economic Development," set out in Annex I to Part " A " of Resolution 222 A (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto)¹, render such technical advisory assistance as shall be set out in Supplementary Agreements to be made pursuant to the Basic Agreement (hereinafter referred to as " the Supplementary Agreements ") to those governments of the territories for whose international relations the Government of the United Kingdom are responsible (hereinafter referred to as " Governments of the Territories ") and for which technical advisory assistance is requested by the Government of the United Kingdom. Such Supplementary Agreements shall be made between the Organization and the Government of the Territory concerned, acting with the authority of the Government of the United Kingdom; and the Government of the United Kingdom will assume international responsibility for such Supplementary Agreements in the same manner as if they had been concluded in the name of the Government of the United Kingdom.

2. The Organization shall, in respect of any Supplementary Agreement to which it is a party, consult with the Government of the Territory concerned in connexion with the appointment of any experts under that Supplementary Agreement.

3. Such experts shall be responsible to, and under the supervision and direction of the Organization, except that, in so far as an expert is required to perform executive functions or to give instructions, he shall also be under the supervision and direction of the appropriate department of the Government of the Territory concerned.

4. Such experts shall, in the course of their work, make every effort to instruct any local technical staff of the Government of the Territory concerned 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 of the Territory concerned shall, wherever practicable, attach technical staff to the experts for this purpose.

5. The Organization shall give sympathetic consideration to candidates nominated by the Government of the United Kingdom in the awarding of fellowships and scholarships in accordance with the administrative and other arrangements which have been drawn up by the Organization for its programmes.

6. The Organization shall, with respect to any technical equipment or supplies which may be furnished by it under any Supplementary Agreement, retain title thereto until such time as title may be transferred on such terms and

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

conditions as are agreed upon between the Organization and the Government of the Territory concerned.

7. The Organization may, as part of the technical advisory assistance furnished under any Supplementary Agreement, make arrangements for the carrying out of laboratory or other tests, experiments or research, outside the Territory concerned.

Article II

The Governments of the Territories shall, in receiving such technical advisory assistance as shall be set out in the Supplementary Agreements, comply, where applicable, with those provisions of Annex I to Part 'A' of the Economic and Social Council Resolution No. 222 (IX) which are set out under the heading of "Participation of Requesting Governments."

Article III

1. The Organization shall, in respect of the technical advisory assistance provided under any Supplementary Agreement, defray those expenses which are incurred outside the Territory concerned, or such proportions thereof as may be specified in such Supplementary Agreement, regarding :

- (a) the salaries of the experts;
- (b) subsistence and travel of the experts to and from the place of recruitment and the place of entry into the Territory as well as displacement allowance, where applicable;
- (c) any other necessary travel expenses of the experts outside the Territory;
- (d) insurance of the experts;
- (e) purchase and transportation to the Territory of any equipment or supplies which may be provided by the Organization for the implementation of any technical advisory assistance;
- (f) any other expenses incurred outside the Territory and necessary for the provision of technical advisory assistance.

2. (a) The Government of each Territory which receives technical advisory assistance under the Basic Agreement or any Supplementary Agreement shall assume responsibility for the payment in local currency of such part of the costs of the technical advisory assistance so furnished to it as should be paid for in local currency or provided in kind according to the resolution adopted by the Fourth World Health Assembly on the 24th May, 1951 (a copy of which is annexed hereto), subject to any modification specified in any Supplementary Agreement.

(b) For the purpose of meeting expenses under this paragraph, the Government of the Territory shall establish a local currency fund or funds in such amounts and under such procedures as shall be specified in Supplementary Agreements.

3. In lieu of the provision of local currency, in accordance with paragraph 2 above, the Government of the Territory may provide supplies and services in kind, to the extent that may be agreed upon between that Government and the Organization.

4. In appropriate cases the Government of the Territory shall provide such land, labour, equipment, supplies and other services or property as may be needed, which will be determined as the need arises by agreement with the Organization.

Article IV

1. The Government of each Territory which receives technical advisory assistance under the Basic Agreement or any Supplementary Agreement shall, in its Territory, apply to the Organization, its funds, property and assets, and to its staff, the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations¹.

2. Staff of the Organization including experts engaged by it as members of its staff, assigned to carry out the purposes of the Basic Agreement or of any Supplementary Agreement, shall be deemed to be "officials" within the meaning of the above Convention.

Article V

1. The Basic Agreement shall enter into force upon signature.

2. The Basic Agreement may be modified by agreement between the Organization and the Government of the United Kingdom. The Supplementary Agreements may be modified by agreement between the Organization and the Government of the Territory concerned acting in accordance with the provisions of paragraph 1 of Article I. In each case the parties will give full and sympathetic consideration to any request made by the other for such modification.

3. The Basic Agreement may be terminated by either party upon written notice to the other, and shall terminate sixty days after receipt of such notice.

¹ United Nations, *Treaty Series*, Vol. 1, pp. 15 and 263; Vol. 4, p. 461; Vol. 5, p. 413; Vol. 6, p. 433; Vol. 7, p. 353; Vol. 9, p. 398; Vol. 11, p. 406; Vol. 12, p. 416; Vol. 14, p. 490; Vol. 15, p. 442; Vol. 18, p. 382; Vol. 26, p. 396; Vol. 42, p. 354; Vol. 43, p. 335; Vol. 45, p. 318; Vol. 66, p. 346, and Vol. 70, p. 266.

Termination of the Basic Agreement shall be deemed to constitute termination of any Supplementary Agreements made thereunder.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government of the United Kingdom respectively, have on behalf of the Parties, signed the present Agreement.

DONE in duplicate at Geneva, this 7th day of February 1952.

For the Organization :
(Signed) Brock CHISHOLM
Director-General

For the Government of the
United Kingdom of Great Britain
and Northern Ireland :
(Signed) J. G. S. BEITH
Head of the UK Permanent
Delegation in Geneva

A N N E X I

[See United Nations, *Treaty Series*, Vol. 76, p. 132.]

A N N E X I I

RESOLUTION OF THE FOURTH WORLD HEALTH ASSEMBLY ADOPTED ON 24 MAY 1951

COSTS TO BE BORNE BY RECIPIENT GOVERNMENTS

THE FOURTH WORLD HEALTH ASSEMBLY

HAVING CONSIDERED various problems which have arisen with regard to the requirement that governments should provide the funds to pay field service allowances to staff engaged by WHO on field projects,

NOTING the resolution of the Technical Assistance Committee at its third session on these allowances and the decision of the Technical Assistance Board at its tenth meeting, and

DESIRING TO PROVIDE uniformity in the costs required to be borne by recipient governments for projects financed under its regular budgets and those financed from

the Special Account for the Expanded Programme of Technical Assistance for Economic Development,¹

1. RESOLVES that requesting governments should be expected to agree normally to assume responsibility for a substantial part of the costs of services with which they are provided—at least that part which can be paid in their own currencies;

2. RESOLVES that in the light of the above-mentioned principle, agreements between the recipient government and WHO should provide for the payment by the former in local currency or in kind of the following costs of each project, as appropriate in each case :

- (1) Local personnel services, technical and administrative, as well as labour;
- (2) office space and buildings;
- (3) supplies and materials obtainable within the country;
- (4) local transportation;
- (5) postal and telecommunications;
- (6) medical care;
- (7) provision of lodging for staff employed on projects in the recipient country, provided that in exceptional circumstances and subject to the prior agreement of the Director-General of WHO (or, in the case of projects financed from the Special Account for the Expanded Programme of Technical Assistance for Economic Development, the prior agreement of the Technical Assistance Board), provision of lodging may not be required of recipient governments; and further

3. DECIDES that recipient governments should contribute such further costs or facilities, including all or part of subsistence allowances, as may be mutually agreed upon between the governments and WHO.

(Signed) Dr. CHISHOLM

(Signed) J. G. BEITH

¹ Attention is drawn to the fact that in the schedule of field service allowances provisionally in use for projects financed from the Special Account for Technical Assistance, some of the rates appear to be too high, and it is suggested that the Director-General of WHO make representations to the Technical Assistance Board that they should be constantly under review and maintained at what might be considered as a reasonable standard of living.