

No. 1669

**WORLD HEALTH ORGANIZATION
and
INDIA**

Agreement for the provision of the services of a professor of pharmacology for the Calcutta School of Tropical Medicine together with teaching equipment for three years under the technical assistance programme. Signed at New Delhi, on 20 and 26 December 1951

Official text: English.

Registered by the World Health Organization on 24 March 1952.

**ORGANISATION MONDIALE DE LA SANTÉ
et
INDE**

Accord relatif à la fourniture, pour une période de trois ans, des services d'un professeur de pharmacologie pour l'École de médecine tropicale de Calcutta ainsi que du matériel d'enseignement nécessaire, dans le cadre du programme d'assistance technique. Signé à New-Delhi, les 20 et 26 décembre 1951

Texte officiel anglais.

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

No. 1669. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF THE SERVICES OF A PROFESSOR OF PHARMACOLOGY FOR THE CALCUTTA SCHOOL OF TROPICAL MEDICINE TOGETHER WITH TEACHING EQUIPMENT FOR THREE YEARS UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT NEW DELHI, ON 20 AND 26 DECEMBER 1951

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 23 May 1950,² concerning the participation of the Organization in an Expanded Programme of Technical Assistance for Economic Development, and

The Government of India (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 a project, 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;

Declaring that these responsibilities shall be fulfilled in a spirit of friendly co-operation :

HAVE AGREED AS FOLLOWS :

PREAMBLE

Pharmacology is one of the subjects in which it is difficult to find a suitable teacher in India. In view of the need for promoting the training of pharmacologists both for teaching and research, it was proposed at the last meeting of the Governing Body of the School of Tropical Medicine that they should obtain from abroad a suitable pharmacologist, who would be able to work in the Calcutta School at least for a period of three years as the head of the department in order to develop it as a teaching and research centre.

¹ Came into force on 26 December 1951 by signature.

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

PART I

*Plan of Action*1. *Objectives*

1.1. To undertake training of pharmacologists both for teaching and research at the Calcutta School of Tropical Medicine.

1.2. To develop at the Calcutta School of Tropical Medicine a teaching and research centre in Pharmacology.

1.3. To train a suitable understudy who will be associated with the professor in order to enable him to take over from the visiting professor when he leaves the country.

2. *Planning, Extent, and Administration of 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 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

2.2. The Programme will be conducted under the responsibility of the Government.

2.3. The international expert provided by the Organization will serve as Professor of Pharmacology for the Calcutta School of Tropical Medicine.

2.4. The Professor will be required to work in the Calcutta School at least for a period of *three years*.

PART II

Commitments of the Organization

1. The Organization shall provide under the Expanded Programme of Technical Assistance for Economic Development the following personnel and supplies :

1.1. *Personnel*

The Organization will make available the services of a specialist to act as Professor of Pharmacology for a period of three years for the Calcutta School of Tropical Medicine.

1.2. *Equipment*

The Organization will provide teaching equipment to the value of \$ 5,000.

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

2. The Organization further undertakes, with regard to the commitments under paragraph 1.1 above, to pay and provide the following :

2.1. The salary, allowances, insurance and travel outside the country of assignment.

2.2. The carriage of materials, supplies and equipment to the country.

3. The equipment and supplies furnished by the Organization under this Part shall remain the property of the Organization unless and until title thereto is transferred under terms and conditions agreed between the Organization and the Government.

PART III

Commitment of the Government

1. The Government shall provide all personnel, materials, supplies and equipment necessary for the project, except as provided in Part II.

1.1. Personnel

The Government shall provide a suitable understudy, who will take up international expert's work after he leaves the institution.

1.2. Premises, Supplies and Equipment

1.2.1. The Government shall provide office accommodation, secretarial assistance, and office requisites as required;

1.2.2. The Government shall provide transport and travel expenses with the official duties of the international expert within the country away from Calcutta.

1.2.3. The Government further undertakes to pay or provide for the following :

1.2.3.1. Adequate residential accommodation for the professor of pharmacology and his dependents.

1.2.3.2. The cost of official telephone, telegraph, postal and other means of communication.

1.2.3.3. The cost of medical care and hospitalization for the professor in the country.

1.2.3.4. Payment of taxes or other duties or levies collected by the Government, not covered by the privileges and immunities under Part IV.

1.3. Other facilities

1.3.1. The Government will pay the incidental expenses necessary for the successful discharge of the duties of the professor; and

1.3.2. The Government will give continuing support for the administration of programmes undertaken under this plan of operations, including the progressive assumption of financial responsibility.

PART IV

Final Provisions

Notwithstanding that the Government may or may not have already ratified or acceded to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ the Government shall accord to the Organization, its personnel, property and assets in connexion with the performance of this Agreement and Supplementary Agreements, all the privileges and immunities normally accorded to the Organization, its property, assets, officials and experts under the provisions of that Convention.

The provisions of the aforementioned Convention shall not apply to the personnel furnished by the Government and which are not staff, consultants, or employees of the Organization.

The Government shall take suitable measures to protect the Organization against any claims for loss, damage or injury to persons or property resulting from or arising out of the execution of this programme undertaken under this agreement.

Any differences between the Government and the Organization arising out of the interpretation or application of this agreement, which is not settled by negotiation, shall be submitted to a Board of Three Arbitrators; the first to be appointed by the Government, the second by the Director-General of the Organization, and the third, the presiding arbitrator, by the President of the International Court of Justice, unless the parties hereto agree to resort to a different mode of settlement.

This Agreement may be modified by mutual consent of the Government and the Organization.

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.

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, and Vol. 122, p. 335.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect have signed this Agreement.

DONE in four copies in English at New Delhi on 20th December 1951.

For the Government of India :
(Signed) P. M. MENON
Joint Secretary

and at New Delhi on 26 December 1951

For the World Health Organization :
(Signed) S. F. CHELLAPPAH
Acting Regional Director