

No. 2178

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**WORLD HEALTH ORGANIZATION  
and  
SYRIA**

**Basic Agreement for the provision of technical assistance.  
Signed at Alexandria, on 20 June 1952, and at Damascus,  
on 13 July 1952**

*Official text: English.*

*Registered by the World Health Organization on 11 May 1953.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
SYRIE**

**Accord de base relatif à la fourniture d'une assistance  
technique. Signé à Alexandrie, le 20 juin 1952, et à  
Damas, le 13 juillet 1952**

*Texte officiel anglais.*

*Enregistré par l'Organisation mondiale de la santé le 11 mai 1953.*

No. 2178. BASIC AGREEMENT<sup>1</sup> BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF SYRIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT ALEXANDRIA, ON 20 JUNE 1952, AND AT DAMASCUS, ON 13 JULY 1952

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Through their undersigned duly authorized representatives, the United Nations World Health Organization (hereinafter called the "Organization") and the Government of Syria (hereinafter called the "Government") agree as follows :

*Article I*

FURNISHING OF TECHNICAL ASSISTANCE

(a) The Organization, subject to the availability of funds, shall arrange for technical assistance in the form of personnel, equipment, supplies of fellowships as may be agreed upon, on public health projects connected with its programme of economic development, and the Government will cooperate with the Organization to this end. Such technical assistance will be furnished in accordance with the Observations and Guiding Principles of Annex I to Part A of Resolution 222 (IX) of the Economic and Social Council of the United Nations.<sup>2</sup> The personnel shall be selected by the Organization after consultation with the Government.

(b) The Organization shall, within the limits stated in paragraph (a) arrange for the personnel to arrive in the country as soon as practicable in order to carry out the purposes of the project(s) as defined on the attached annex(es).

(c) The personnel, shall, in the course of the advisory work, make every effort to instruct such of the Government's technical staff as may be associated with the personnel, in the methods, techniques and practices of their work and in the principles on which these are based, and the Government shall, whenever practicable, attach technical staff to the personnel for this purpose.

(d) Grants for study, training and observation abroad will be made available, where applicable as part of an agreed project of technical assistance, to

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<sup>1</sup> Came into force on 13 July 1952, by signature.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

train suitable individuals in fields associated with the technical assistance which is being rendered. Such study grants will be administered under the fellowship regulations of the World Health Organization.

(e) As part of the technical assistance to be furnished under this Agreement and annex(es), the Organization may arrange for the carrying out of laboratory or other tests, experiments or research outside the country.

(f) Projects shall be conducted under the responsibility of the Government. The Chief Adviser provided by the Organization shall assume, on behalf of the Government, the technical and operational direction of each project.

### *Article II*

#### COOPERATION OF THE GOVERNMENT

(a) The Government shall provide or permit access to adequate information; facilitate appropriate contacts with Government Agencies or individuals; give full and prompt consideration to the technical assistance received; utilise individuals benefiting from foreign study grants, referred to in Article I (d), in fields directly related to the subjects studied abroad; undertake to continue the work initiated or recommended by the expert(s).

(b) The Government shall designate the Ministry of Health or other appropriate authority to meet the purpose of paragraph (a) above and as the Agency with which the Organization shall deal to further implement the technical assistance rendered to the country under this Agreement and annex(es).

(c) The Government confirms that no request for technical assistance on the matters specified in the attached annex(es) has been or is being made to any other international organization or government, except under the provision of Art. VI (c).

### *Article III*

#### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE PARTIES

(a) The Organization shall defray the costs of rendering the technical assistance provided, which are payable outside the country and of the technical and other equipment or supplies as may be appropriate. Any such equipment or supplies provided by the Organization shall remain the property of the

Organization unless and until title thereto is transferred to the Government on terms agreed upon. Specifically the Organization will pay for :

- (i) The salaries of the personnel sent by the Organization;
- (ii) the cost of subsistence and travel of the personnel from their place of recruitment to the point of entry into the recipient country;
- (iii) the expenses involved in any other necessary travel outside that country;
- (iv) the cost of any insurance provided for the personnel sent by the Organization;
- (v) the expenses incurred in technical testing referred to in paragraph (e) of Article I;
- (vi) technical or other equipment or supplies, as appropriate;

(b) The Government shall assume responsibility for such part of the costs of the technical assistance to be provided under this Agreement as can be paid for in local currency, namely :-

- (i) the cost of lodging of suitable standard for the personnel;
- (ii) the cost of board and lodging for personnel for days of travel on duty within the country involving absence from their station at the rate of U.S. \$ 10 (ten) dollars for each complete day of absence payable in local currency at the official rate of exchange.
- (iii) the medical care and hospitalization of personnel;
- (iv) the transportation of personnel on duty within the country;
- (v) all telephone, telegraph, postal and other communication expenses;
- (vi) any taxes or other duties or levies collected by the Government not covered by the privileges and immunities under Article IV.

(c) For the purpose of meeting the expenses under para. (b) above, the Government shall establish and maintain for each project a local currency fund which shall at no time be less than the sum specified in each annex. This fund shall be placed at the disposal of the appropriate Minister on behalf of the Organization and shall be administered by that Minister. Payments against this fund shall be paid monthly by the Minister to the Senior Adviser of the Organization on presentation of certified accounts.

(d) In addition to the above, the Government shall provide to the personnel at its own expense :

- (i) adequate office facilities;
- (ii) the necessary secretarial, interpreter-translator and related assistance as mentioned in each annex or as agreed with the senior member of the personnel;
- (iii) any other facilities mutually agreed upon.

The Government shall assume all administrative and financial responsibilities related to the provision of the facilities in this paragraph.

(e) In appropriate cases the Government shall provide such land, labour, equipment etc., as may be needed and which will be determined for each project or as the need arises in agreement with the Organization.

#### *Article IV*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

(a) The Government will take all practicable measures to facilitate the activities of the Organization under Article I, and to assist the personnel in obtaining such services and facilities as may be required to carry on those activities.

(b) Notwithstanding that the Government may or may not become a party to the Convention on the Privileges and the Immunities of the Specialized Agencies,<sup>1</sup> in respect of the United Nations World Health Organization, the Government shall apply to the expert personnel the privileges and immunities accorded to the Organization and its officials in Articles III, IV, VI, VIII of that Convention.

#### *Article V*

##### PUBLICATION OF FINDINGS

The Government shall arrange for the publication of information, or shall provide, for study and analysis, material suitable for publication by the Organization, regarding the results of the technical assistance provided under the terms of this Agreement and the experience derived therefrom, including any report or findings of the expert(s). Such publication, whether by the

<sup>1</sup> 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; Vol. 136, p. 386, and Vol. 161, p. 364.

Government, or by or through the Organization, shall be undertaken only after consultation between the parties to this Agreement.

*Article VI*

MODIFICATION OF AGREEMENT, ANNEXES AND TERMINATION

(a) The Organization and the Government shall give sympathetic consideration to any representations which either may make with regard to the modification of this Agreement. Any such modification shall be by mutual consent.

(b) The Organization and the Government, shall, to the extent necessary, enter into supplemental agreements which shall be in the form of annexes to be attached to this Basic Agreement. These annexes shall cover each individual project, to which the provisions of this Basic Agreement shall automatically apply.

(c) The Government and Organization agree to the use, if and when required for the implementation of any of the Technical Assistance Projects included in the annexes to this Basic Agreement, of the services or funds of any Agency or other Organization to the extent mutually agreed upon.

(d) This Agreement may be terminated by either party on thirty days' written notice to the other, and termination of this Agreement shall imply the termination of any annex(es).

(e) Any differences as to the interpretation of this Agreement that are not settled directly by the parties shall be settled by recourse 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.

IN WITNESS WHEREOF the Government and the Organization have signed this Agreement at Damascus, this 13th day of July 1952, in three copies in English.

The Agreement is deemed to be in force as from this date.

For the Government :  
Dr. M. KHATAR  
Minister of Health

For the Organization :  
A. T. SHOUSA  
Regional Director  
For the Eastern Mediterranean  
20 June 1952 Alexandria