

No. 2279

**WORLD HEALTH ORGANIZATION
and
FRANCE (TUNISIA)**

**Basic Agreement for the provision of technical advisory
assistance. Signed at Geneva, on 2 April 1953**

Official text: French.

Registered by the World Health Organization on 6 October 1953.

**ORGANISATION MONDIALE DE LA SANTÉ
et
FRANCE (TUNISIE)**

**Accord de base concernant l'octroi d'une assistance technique
à titre consultatif. Signé à Genève, le 2 avril 1953**

Texte officiel français.

Enregistré par l'Organisation mondiale de la santé le 6 octobre 1953.

[TRANSLATION — TRADUCTION]

No. 2279. BASIC AGREEMENT¹ BETWEEN THE TUNISIAN GOVERNMENT, DULY AUTHORIZED FOR THE PURPOSE BY THE GOVERNMENT OF THE FRENCH REPUBLIC, AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE. SIGNED AT GENEVA, ON 2 APRIL 1953

The World Health Organization (hereinafter referred to as "the Organization") and

The Tunisian Government (hereinafter referred to as "the Government"),

Desiring to give effect to the resolutions and decisions of the United Nations and the Organization in respect of technical advisory assistance and to reach mutual agreement on the purpose and scope of each project, and on the obligations to be assumed and the services to be provided by the Government and the Organization ;

Declaring that they desire to discharge their reciprocal obligations in a spirit of friendly co-operation,

HAVE AGREED AS FOLLOWS :

Article I

FURNISHING OF TECHNICAL ADVISORY ASSISTANCE

1. The Organization shall render technical advisory assistance to the Government on the matters and in the manner described in such supplementary agreements or arrangements as may be concluded pursuant to this Basic Agreement.
2. Such technical advisory assistance shall be furnished and received in accordance with the observations and guiding principles set forth in Annex I² of resolution 222 A (IX) of the Economic and Social Council of the United Nations of 15 August 1949, and, as appropriate, in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.
3. Such technical advisory assistance may consist :
 - (a) of making available the services of experts to Tunisia (hereinafter called "the country") to render advice and assistance to the appropriate authorities ;

¹ Came into force on 2 April 1953, upon signature, in accordance with article VI (1).

² United Nations, *Treaty Series*, Vol. 76, p. 132.

(b) of organizing and conducting study and discussion meetings, technical training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed upon ;

(c) of awarding scholarships and fellowships or of making arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country ;

(d) of preparing and executing pilot projects in such places as may be mutually agreed upon ;

(e) of providing any other form of technical advisory assistance which may be agreed upon by the Organization and the Government.

4. (a) The Organization shall, in consultation with the Government, select the experts who are to advise and assist the Government. These experts shall be responsible to the Organization.

(b) In the performance of their duties, the experts shall act in close consultation with the Government and with the persons or bodies so authorized by the Government, and shall comply with any instructions which the Government may give them pursuant to the supplementary agreements or arrangements.

(c) The experts shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

5. 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 in accordance with the principles laid down by the World Health Assembly and in force on the date of the transfer.

6. The duration of the technical advisory assistance to be furnished shall be specified in the relevant supplementary agreements or arrangements.

Article II

CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ADVISORY ASSISTANCE

1. The Government undertakes to make every effort to ensure the best possible use of the technical advisory assistance provided.

2. The Government and the Organization shall together decide whether, should the occasion arise, the findings and reports of experts which may be of interest to other countries and to the Organization should be published.

3. In any case the Government will, as far as practicable, inform the Organization of the action taken as a consequence of the assistance rendered and of the results achieved.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray in full or in part, as may be specified in supplementary agreements or arrangements, the costs necessary to the technical advisory assistance which are payable outside the country, as follows :

- (a) the salaries of the experts ;
- (b) the costs of transportation and subsistence of the experts during their travel from their place of recruitment to and from the point of entry into the country ;
- (c) the cost of any other travel outside the country ;
- (d) insurance of the experts ;
- (e) purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization ;
- (f) any other expenses outside the country approved by the Organization.

2. The Organization shall defray such expenses in local currency as are not covered by the Government in accordance with article IV, paragraph 1, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall defray part of the expenditures rendered necessary by the provision of technical advisory assistance by furnishing the following facilities and services in kind or by paying the expenses connected therewith :

- (a) remuneration of local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators and related assistance ;
- (b) the necessary office space and other premises ;
- (c) equipment and supplies manufactured in the country ;
- (d) transportation of personnel, supplies and equipment for official purposes within the country ;
- (e) postage and telecommunications for official purposes ;
- (f) medical care for technical assistance personnel ;
- (g) all such subsistence for experts as may be specified in supplementary agreements or arrangements.

2. For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund or funds in such amounts and under such procedures as may be specified in supplementary agreements or arrangements. Where the Organization has the custody of this fund, account shall be duly rendered and any unused balance shall be returned to the Government.
3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, as may be specified under supplementary agreements or arrangements.
4. 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

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the Organization and to its staff, funds, properties and assets, the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies¹, even though the country concerned may not have ratified the Convention.
2. The staff of the Organization, including experts engaged as staff members assigned to carry out the purposes of this Agreement, shall be deemed to be officials of the Organization within the meaning of the above Convention.

Article VI

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Organization and of the Government.
2. This Basic Agreement and any supplementary agreements or arrangements made pursuant hereto may be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.
3. This Basic Agreement may be terminated by either party upon written notice and shall terminate sixty days after receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute termination of the supplementary agreements or arrangements made pursuant hereto.

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; Vol. 136, p. 386; Vol. 161, p. 364; Vol. 168, p. 322, and Vol. 171.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the Parties, signed the present Agreement at Geneva, this second day of April 1953, in the French language in four copies.

For the Tunisian Government :

(Signed) Dr. GHACHEM
Minister of Public Health

For the World Health Organization :

(Signed) Dr. Norman D. BEGG
Director, Regional Office for Europe