

No. 2073

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**WORLD HEALTH ORGANIZATION  
and  
INDIA**

**Agreement for the operation of a tuberculosis control project  
with centres at Calcutta and Madras under the technical  
assistance programme. Signed at New Delhi,  
on 11 and 17 December 1952**

*D. indet.*  
Official text: English.

*Registered by the World Health Organization on 29 January 1953.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
INDE**

**Accord relatif à l'exécution d'un programme de lutte anti-  
tuberculeuse, avec centres à Calcutta et à Madras,  
dans le cadre du programme d'assistance technique.  
Signé à New-Delhi, les 11 et 17 décembre 1952**

*D. indet. inconnu*  
Texte officiel anglais.

*Enregistré par l'Organisation mondiale de la santé le 29 janvier 1953.*

No. 2073. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF INDIA AND THE WORLD HEALTH ORGANIZATION FOR THE OPERATION OF A TUBERCULOSIS CONTROL PROJECT WITH CENTRES AT CALCUTTA AND MADRAS UNDER THE TECHNICAL ASSISTANCE PROGRAMME. SIGNED AT NEW DELHI, ON 11 AND 17 DECEMBER 1952

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

Desiring to give effect to Resolution WHA3.116<sup>2</sup> adopted by the World Health Assembly on 23 May 1950, 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 :

## PART I

### PLAN OF ACTION

#### 1. Objectives

In view of the immensity of the tuberculosis problem and the vast population and area to be served, two more tuberculosis training and demonstration centres similar to those in Delhi, Trivandrum and Patna are to be established in 1953.

The fields of diagnosis, prevention and epidemiological control will be covered to the greatest extent possible in each of these centres. This is to be achieved.

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<sup>1</sup> Came into force on 17 December 1952 by signature.

<sup>2</sup> *Official Records of the World Health Organization*, No. 28, p. 68.

1.1 By providing an international team of experts at each centre :

(a) To train local personnel in diagnosis of tuberculosis by modern methods and in the technique of epidemiological investigation and control;

(b) To demonstrate these methods to doctors, medical students and auxiliary personnel;

(c) To initiate a tuberculosis service for the people of the areas chosen as project sites or to improve and expand the already existing services at these places.

1.2 By providing two group fellowships for selected counterpart personnel which will ultimately fit these for assuming complete responsibility for the operation of the centres after the withdrawal of the international teams.

1.3 By providing clinic, laboratory and radiological equipment at each centre to the value of approximately \$50,000 per centre.

1.4 By the integration of a BCG vaccination service with the other fundamental measures of tuberculosis control to be carried out at the centres.

## 2. *Planning, Extent and Administration of Project*

2.1 The two new Tuberculosis Demonstration and Training Centres will be established in Calcutta and Madras. It is intended that, in connection with the project, properly planned use will be made of existing tuberculosis hospitals and sanatoria in or near Calcutta and Madras and that more beds will be provided as well as the related personnel.

2.2 Detailed plans covering the operation of each centre will be annexed to this Agreement after consultation with the State authorities.

2.3 In the execution of this Agreement the Government and the Organization agree to be guided by and to comply with the observations on and guiding principles of an Expanded Programme of Technical Assistance for Economic Development set forth in Annex 1 to Part "A" of Resolution 222(IX) of the Economic and Social Council of the United Nations.<sup>1</sup>

2.4 The project shall be conducted under the responsibility of the Government.

2.5 Where a senior adviser is provided by the Organization, he shall act as the Chief Technical Adviser to the Director of the Centre, where a local doctor is available to act as Director, but where no suitable doctor is available for this post, the senior adviser provided by the Organization will act as the Director

<sup>1</sup> United Nations, *Treaty Series*, Vol. 76, p. 132.

of the Centre. Other advisers provided by the Organization shall, under the direction of the senior adviser, act as advisers on the project in their respective specialities.

2.6 Where no Senior Adviser is provided by the Organization and where the direction of a centre devolves wholly on a Superintendent Medical Officer appointed by a State Government, the specialist advisers provided by the Organization shall act as advisers on the project to that Superintendent Medical Officer.

2.7 The duration of the project under international assistance shall be 12 months in the first instance. If in the view of either party to the agreement the services of the international personnel for the project are required for a longer period than 12 months, this will be subject to consideration and agreement between the Government and the Organization.

## PART II

### COMMITMENTS OF THE ORGANIZATION

The Organization shall provide under the Expanded Programme of Technical Assistance for Economic Development, the following personnel, equipment and supplies and fellowships provided that for the period beyond December 31, 1953 these commitments are subject to the budgetary limitations of the Organization.

#### 1.1 *Personnel* (for each centre)

- a) One Senior Adviser — 12 months. Total : 2.
- b) One P.H. Nurse — 12 months. Total : 2.
- c) One Laboratory Technician — 12 months. Total : 2.

#### 1.2 *Equipment, Supplies and Literature*

Equipment for each training and demonstration centre under the following general heads and similar in general character to equipment already supplied to Tuberculosis Demonstration and Training Centre in India.

- i) Specialised equipment and supplies for clinical section;
- ii) Laboratory apparatus and supplies;
- iii) X-ray apparatus including film-processing plant, films and developing chemicals;
- iv) Small library of teaching and reference literature;
- v) Transport consisting of 2 station wagons.

For details of the above see Appendices.

The effect of this sub-section may be modified by the operation of sub-section 1.2 Part III.

### 1.3 *Fellowships*

The cost of international fellowships for 6 months each for 2 groups, each group to consist of 1 clinician, 1 epidemiologist and 1 nurse. Subject to the budgetary limitations of the Organization these fellowships shall be effective in 1953.

2. The Organization further undertakes, with regard to the commitments under paragraph 1 above, to pay and provide for the following :

2.1 The salaries, allowances, insurance and travel outside the country of the international personnel;

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

2.3 Any other expenses outside the country and necessary in connection with the provision of technical assistance.

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

### COMMITMENTS OF THE GOVERNMENT

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

#### 1.1 *Personnel* (minimum provision for each centre)

- 1 Chief of Clinic;
- 2 Assistant Clinic Medical Officers;
- 1 Epidemiologist;
- 1 Bacteriologist;
- 1 BCG Medical Officer;
- 3 Clinic Nurses;
- 3 Health Visitors;
- 2 BCG Nurses;
- 3 Radiographers;
- 1 X-ray Technician;
- 2 Darkroom Attendants;

- 2 Laboratory Technicians;
  - 3 Laboratory Attendants;
  - 1 Head Clerk with Statistical training;
  - 2 Clerks for the Clinic Section;
  - 2 Clerks for the Epidemiological Section;
  - 1 Clerk for the Mobile Unit;
  - 1 Accountant;
  - 1 Stenographer-Secretary;
  - 2 Compounders;
  - 3 Motor Drivers;
- Messengers and cleaners as necessary.

### 1.2 *Equipment*

Whatever equipment is already available at either centre and is suitable for its purpose shall be utilized in place of similar equipment intended to be provided by the Organization. The Government shall provide such articles as are ordinarily used in a medical clinic and are produced in the country including articles of a domestic nature such as buckets, basins, etc.

1.3 The Government shall provide at both Centres supplies of the kind ordinarily used in a clinic such as dressings, antiseptics, drugs and medicines in common use, etc. The Government shall also replace expendables originally furnished by the Organization.

### 1.4 *Premises*

The Government will make available at Madras and Calcutta clinic premises with provision for offices, diagnostic and tuberculosis control sections including provision for BCG work. The premises shall be on a site and of such a design as may be agreed upon as suitable by the Organization and the Government.

1.4.1 The Government will provide premises for a laboratory, including space for teaching purposes, at the clinic (or in an institution convenient to the clinic) of a kind which will accord with the recommendations of the Organization.

### 1.5 *Transport*

The Government agrees to maintain, service, repair and fuel the transport provided by the Organization. It will also provide drivers and pay their necessary salaries. It will hold the Organization free of all legal liabilities in connection with the operation of the transport.

2. The Government further undertakes to pay and provide for the following :—

2.1 Living quarters of reasonably adequate standard for the international team members and for the dependents of these accompanying them to the duty station.

2.2 The cost of travel including a per diem allowance at the rate mutually agreed upon for the international personnel while travelling on official business within the country away from their duty station. If a staff member is provided during days of travel with free accommodation or meals, the subsistence rate will be reduced by 40% for accommodation and/or 40% for meals.

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

2.4 provide typewriters, stationery, office requisites and furniture for international personnel as needed;

2.5 the cost of incidental expenses necessary for the successful carrying out of the project;

2.6 such medical care and hospitalisation for international personnel in case of illness as fall outside the scope of the insurance cover provided by WHO for its staff and as may be agreed to by Government.

2.7 Payment of taxes or other duties or levies collected by the Government not covered by any agreement upon privileges and immunities under Part IV.

3. The Government shall bear the cost of propaganda in connection with the work of the demonstration and training centre.

4. The Government will authorise the publication both national and international of the results of the project and of the experience derived therefrom.

5. The Government shall continue the programme within the scope of available resources when assistance from the Organization is withdrawn.

## PART IV

### FINAL PROVISIONS

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

2. The Government shall accord to the Organization, its personnel, property and assets in connection 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 the Convention on Privileges and Immunities signed on 9 November 1949<sup>1</sup> between the Organization and the Government.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 67, p. 43.

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

3. The materials, supplies and equipment furnished by the Organization under Part II of this Agreement shall remain the property of the Organization until title is transferred to Government.

4. 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.

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 to that effect have signed this Agreement,

DONE in 6 (six) copies in English at New Delhi on 11. 12. 52.

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

and at New Delhi on 17th December 1952

For the World Health Organization :  
(Signed) C. MANI  
Regional Director