

No. 2835

**WORLD HEALTH ORGANIZATION
and
CHINA**

Basic Agreement for the provision of technical advisory assistance (with annex). Signed at Taipei, on 19 and 21 April 1955

Official text: English.

Registered by the World Health Organization on 12 May 1955.

**ORGANISATION MONDIALE DE LA SANTÉ
et
CHINE**

Accord de base relatif à la fourniture d'une assistance technique de caractère consultatif (avec annexe). Signé à Taïpeh, les 19 et 21 avril 1955

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 12 mai 1955.

No. 2835. BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE. SIGNED AT TAIPEI, ON 19 AND 21 APRIL 1955

The World Health Organization (hereinafter referred to as “the Organization”); and

The Government of the Republic of China (hereinafter referred to as “the Government”);

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory assistance and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be assumed and the services which shall be provided by the Government and the Organization;

Declaring that their mutual responsibilities shall be fulfilled 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 such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements 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 I of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949,² 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.

¹ Came into force on 21 April 1955, by signature, in accordance with article VI (1).

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

3. Such technical advisory assistance may consist :

- (a) in making available the services of experts to the Republic of China (hereinafter called "the country"), in order to render advice and assistance to the appropriate authorities;
- (b) in organizing the conducting seminars, training programmes, demonstration projects, experts, working groups, and related activities in such places as may be mutually agreed;
- (c) in awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country;
- (d) in preparing and executing pilot projects in such places as may be mutually agreed;
- (e) in providing any other form of technical advisory assistance which may be agreed upon by the Organization and the Government.

4. (a) Experts who are to render advice and assistance to the Government shall be selected by the Organization in consultation with the Government. They 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 those persons or bodies so authorized by the Government and shall comply with such instructions from the Government as may be foreseen in the supplementary agreements or arrangements.

(c) The experts shall in the course of their advisory work make every effort to instruct any technical staff as 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 policies determined by the World Health Assembly and existing at the date of transfer.

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

Article II

CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ADVISORY ASSISTANCE

1. The Government shall do everything in its power to ensure the effective use of the technical advisory assistance provided.

2. The Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organization.

3. In any case, the Government will, as far as practicable, make available to the Organization information on the actions taken as a consequence of the assistance rendered and on 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 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 pursuant to Article IV, paragraph 1, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical advisory assistance by paying for, or directly furnishing, the following facilities and services :

- (a) necessary 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 produced within the country needed by the experts for their work;
- (d) transportation of personnel, supplies and equipment for official purposes within the country;
- (e) postage and telecommunications for official purposes;
- (f) available medical care for technical assistance personnel while they are on mission;

(g) 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 such a fund, account shall be duly rendered and any unused balance shall be returned to the Government.

3. 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 will extend to the Organization, its property, funds and assets, and to its officials including technical assistance experts in the country in connection with the performance of this Agreement and of Supplementary agreements or arrangements made pursuant to this Agreement, the privileges and immunities set forth in the Annex¹ hereto which constitutes an integral part of this Agreement.

2. The provision of the preceding paragraph shall, upon the entry into force of this Agreement, supersede the respective provisions covering privileges and immunities in the following agreements by the Government and the Organization :

- (a) Agreement between the Government and the Organization and the United Nations International Children's Emergency Fund for the operation of a Maternal and Child Health Education and Services Demonstration project signed at Taipei on 26 February, 1952 and at Manila on 17 March, 1952.
- (b) Agreement between the Government and the Organization for the operation of a Malaria and Insect Control project, signed at Taipei on 23 October, 1951, and at Manila on 25 October 1951.²
- (c) Agreement between the Government and the Organization for the operation of a Nursing Education project, signed at Taipei on 7 March, 1952, and at Manila on 13 March, 1952.³

¹ See p. 82 of this volume.

² United Nations, *Treaty Series*, Vol. 126, p. 77.

³ United Nations, *Treaty Series*, Vol. 128, p. 233.

3. It is understood that if and when the Government shall accede to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ the Annex shall cease to be operative and shall be replaced by the provisions of the Convention as of the date on which the accession by the Government to the Convention will come into effect.

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. The Basic Agreement and any supplementary agreement or arrangement 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. The Basic Agreement may be terminated by either party upon written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of this Basic Agreement shall be deemed to constitute termination of the supplementary agreements or arrangements made hereunder.

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 Taipei this 21 day of April 1955 in the English language in three copies.

For the World Health Organization :

(Signed) Dr. T. M. GAN

For the Government of the Republic of China :

(Signed) Dr. T. HSIANG WANG

April 19, 1955

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; Vol. 171, p. 412; Vol. 175, p. 364; Vol. 183, p. 348; Vol. 187, p. 415; Vol. 193, p. 342; Vol. 199, p. 314; Vol. 202, p. 321, and Vol. 207, p. 328.

ANNEX

The privileges and immunities to be extended by the Government of the Republic of China (hereinafter called "the Government") to the World Health Organization (hereinafter called "the Organization"), its property, funds and assets, and to its officials including technical assistance experts in accordance with Article V of the Basic Agreement concerning Technical Assistance between the Organization and the Government (hereinafter called "this Agreement") shall be as follows :

1. The Organization, as a juridical person, shall have the capacity to contract; to acquire and dispose of immovable and movable property; and to institute legal proceedings.
2. The premises of the Organization shall be inviolable. Its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. The property and assets of the Organization shall be immune from search, requisition, confiscation, expropriation and any other form of interference.
3. Without being restricted by financial controls, regulations or moratoria of any kind, the Organization may hold funds, gold or currency of any kind; operate accounts in any currency; and shall be free to transfer its funds, gold or currency from one country to another or within any country and to convert any currency held by it into any other currency. However, it shall pay due regard to any representations made by the Government insofar as it is considered that effect can be given to such representations without detriment to the interests of the Organization.
4. The property and assets of the Organization shall be exempt from direct taxes. Articles, documents and publications imported or exported for the official use of the Organization shall likewise be exempt from custom duties and import and export restrictions. It is understood, however, that articles imported under such exemption will not be sold except under conditions agreed with the Government.
5. While the Organization will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the Organization is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.
6. The Organization shall enjoy for its official communications treatment not less favourable than that accorded to diplomatic missions accredited to the Government in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications, and relating to the right to use

codes and to despatch and receive its correspondence by courier or in pouches. Such communications shall be free from censorship.

7. The officials of the Organization, including technical assistance experts assigned by the Organization to the Government, while exercising their functions as specified by this Agreement and such Supplementary Agreements as may be made pursuant thereto, shall :
 - (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
 - (b) be exempt from taxation on the salaries and emoluments paid to them by the Organization;
 - (c) be immune from national service obligations;
 - (d) be immune, together with their spouses and relatives dependent on them from immigration restrictions and alien registration;
 - (e) be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government;
 - (f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (g) have the right to import free of duty their furniture and effects at the time of first taking up their post in the country.
8. Privileges and Immunities are granted to officials, including technical assistance experts, in the interest of the Organization and not for the personal benefit of the individuals themselves. The Director-General of the World Health Organization shall have the right and the duty to waive the immunity of any official, including any technical assistance expert, in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.
9. The Government shall recognize and accept the United Nations laissez-passer issued to officials of the Organization, including technical assistance experts, as valid travel documents.
10. Applications for visas (where required) from the holders of United Nations laissez-passer, when accompanied by a certificate that they are travelling on the business of the World Health Organization, shall be dealt with as speedily as possible. In addition, such persons shall be granted facilities for speedy travel.
11. Similar facilities to those specified in paragraph 10 above shall be accorded to other persons who, though not the holders of United Nations laissez-passer, have a certificate that they are travelling on the business of the Organization.

12. The Director-General, Assistant Director-General and Directors of the Organization travelling on United Nations laissez-passer on the business of the Organization, shall be granted the same facilities as are accorded to diplomatic envoys.
 13. All differences arising out of the interpretation or application of this Agreement, including the present Annex, and to supplementary agreements made pursuant to this Agreement, shall be referred to the International Court of Justice, unless in any case it is agreed by the parties to have recourse to another mode of settlement.
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