

No. 4180

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**NEW ZEALAND (IN RESPECT  
OF NEW ZEALAND'S ISLAND TERRITORIES  
and WESTERN SAMOA)  
and  
UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND (IN RESPECT OF FIJI,  
WESTERN PACIFIC HIGH COMMISSION and TONGA)**

**Agreement (with appendix) for the continued operation  
of a South Pacific Health Service. Signed at Wellington,  
on 20 September 1957, at Apia, on 26 September  
1957, at Suva, on 15 November 1957, at Nukualofa,  
on 2 December 1957, and at Honiara, on 10 January  
1958**

*Official text: English.*

*Registered by New Zealand on 25 February 1958.*

No. 4180. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF NEW ZEALAND (IN RESPECT OF NEW ZEALAND'S ISLAND TERRITORIES AND WESTERN SAMOA) AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (IN RESPECT OF FIJI, WESTERN PACIFIC HIGH COMMISSION AND TONGA) FOR THE CONTINUED OPERATION OF A SOUTH PACIFIC HEALTH SERVICE. SIGNED AT WELLINGTON, ON 20 SEPTEMBER 1957, AT APIA, ON 26 SEPTEMBER 1957, AT SUVA, ON 15 NOVEMBER 1957, AT NUKUALOFA, ON 2 DECEMBER 1957, AND AT HONIARA, ON 10 JANUARY 1958

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WHEREAS, on the 7th day of September, 1946 the Government of Fiji, the Western Pacific High Commission, acting for and on behalf of the Gilbert and Ellice Islands Colony and the British Solomon Islands Protectorate, and the Government of New Zealand, acting in respect of New Zealand's Island Territories including Western Samoa, desiring to combine for the more effective protection of the health of the people in the Territories under their administration, entered into an Agreement for the establishment of a South Pacific Health Service,<sup>2</sup>

AND WHEREAS on the 11th day of June, 1951<sup>3</sup> the Government of Fiji, the Western Pacific High Commission and the Government of New Zealand entered into a further Agreement for the continued operation of the South Pacific Health Service replacing the Agreement of 7 September, 1946,<sup>2</sup>

AND WHEREAS the said Agreement of the 11th day of June, 1951 provided that it should continue in force until the 31st day of December, 1954,

AND WHEREAS with the concurrence of the parties thereto, the said Agreement of the 11th day of June, 1951 has nevertheless continued to have full effect up to the date of the entry into force of the present Agreement,

AND WHEREAS the said Agreement of the 11th day of June, 1951 applied to the Colony of Fiji, to the Kingdom of Tonga and to the several Western Pacific

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<sup>1</sup> Came into force on 10 January 1958, the date of the last signature, in accordance with article 14 (1).

<sup>2</sup> United Nations, *Treaty Series*, Vol. 101, p. 82.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 101, p. 77.

and New Zealand Territories for and on behalf of, or in respect of which it was signed,

AND WHEREAS it is desired to make provision for the continued operation of the South Pacific Health Service in accordance with the provisions contained in the present Agreement,

AND WHEREAS it is desired that the Government of Tonga and the Government of Western Samoa should be joined as parties to the present Agreement,

AND WHEREAS the Government of Fiji, the Western Pacific High Commission and the Government of Tonga are authorized to conclude the present Agreement by the Government of the United Kingdom of Great Britain and Northern Ireland,

AND WHEREAS the Government of Western Samoa is authorized to conclude the present Agreement by the Government of New Zealand,

NOW THEREFORE the Government of Fiji, the Western Pacific High Commission, the Government of New Zealand, the Government of Tonga, and the Government of Western Samoa (hereinafter referred to as "the participating Administrations") agree as follows :

1. The South Pacific Health Service shall extend and apply to the Territories named in the Appendix<sup>1</sup> hereto, and may, by agreement between the Participating Administrations, be extended and applied to other Pacific Island Territories.
2. The South Pacific Board of Health, established pursuant to the said Agreement of the 7th day of September, 1946, (hereinafter referred to as "the Board") shall continue to supervise and control the South Pacific Health Service.
3. The Board shall consist of :
  - (a) The Inspector-General, South Pacific Health Service, appointed under Article 8 of the present Agreement (hereinafter referred to as "the Inspector-General") who shall be Chairman of the Board ;
  - (b) The Director of Medical Services, Fiji or (whenever the same person holds office as Inspector-General and as Director of Medical Services, Fiji) a person nominated by the Governor of Fiji ;
  - (c) The Director-General of the Department of Health, New Zealand, or his representative ;
  - (d) The Director, Division of Nursing of the Department of Health, New Zealand, or her representative ;
  - (e) A person nominated by the High Commissioner for the Western Pacific ;
  - (f) A person nominated by the Premier of Tonga ;
  - (g) A person nominated by the High Commissioner of Western Samoa.

<sup>1</sup> See p. 118 of this volume.

4. (1) Meetings of the Board shall be held at those times and places which the Board or the Chairman may from time to time determine : provided that a meeting (hereinafter referred to as "the Annual Meeting") shall be held at least once during each year as near as possible to the month of June ; and provided also that at least each alternate meeting shall be held in Suva.

(2) At any meeting of the Board, four members of the Board shall constitute a quorum, provided that one of those members shall be the person appointed under sub-paragraph (e) or sub-paragraph (f) or sub-paragraph (g) of Article 3.

(3) At any meeting of the Board, the Chairman shall have a deliberative vote and, in case of equality of votes, shall also have a casting vote ; and the decision of the majority of members present shall be the decision of the Board.

(4) The Board may invite observers to attend any of its meetings.

5. The headquarters of the Board shall be located in Suva.

6. The Board shall have the power to establish and maintain office premises and shall employ the clerical and other office staff which it may from time to time deem necessary.

7. The functions of the Board shall be :

(a) to advise the Participating Administrations on all health matters within their Territories ;

(b) to collect information in regard to the incidence of disease within the Territories of the Participating Administrations, and to ensure the transmission of relevant information to the Participating Administrations ;

(c) to revise from time to time the standard code for quarantine reporting which has been drawn up by the Board for the guidance of the Participating Administrations ;

(d) to assist the Participating Administrations in maintaining adequate medical, nursing and sanitary staff ;

(e) to nominate a person or persons to act on behalf of the Board in selecting candidates for appointment to the South Pacific Health Service ;

(f) to encourage, coordinate and, if necessary, initiate medical research within the Territories of the Participating Administrations ;

(g) to advise the Participating Administrations in all matters relating to the training of Assistant Medical Practitioners, Nurses, Sanitary Inspectors, Technicians and auxiliary health personnel ;

(h) to make recommendations to the Participating Administrations as regards the conditions of service, including the salary scales, of all grades of medical and health personnel ;

(i) to consider the estimates of expenditure presented to it by the Inspector-General, and to establish its annual budget ;

(j) generally to carry out those enquiries and to do all those things or acts which in the opinion of the Board are necessary for the purpose of assisting the Participating Administrations in the more effective control of disease and in the promotion of health within their Territories ;

8. (1) The Inspector-General shall be a medical practitioner appointed by the Secretary of State for the Colonies in consultation with the Government of New Zealand.

(2) For the purposes of his personal service, pay and discipline, he shall be subject to the authority of the Governor of Fiji who is the representative of the Secretary of State for the Colonies.

(3) The Inspector-General shall be the chief executive officer of the Board.

9. The duties of the Inspector-General shall be :

(a) to visit the Territories of the Participating Administrations at regular intervals and on request, at any time, and generally to keep himself personally familiar with the medical and health problems of those Territories ;

(b) subject to the general direction of the Board, to arrange for the transfer or temporary secondment of medical and health personnel to the Territories of the Participating Administrations, or upon the request of a Participating Administration for the replacement of all or any of those personnel ;

(c) to consult with the Director-General, Department of Health, New Zealand, in regard to the requirements for New Zealand nurses for secondment to the Territories of the Participating Administrations and to obtain his advice on all matters relating to the terms and conditions of service and the posting of those nurses within those Territories ;

(d) to consult with Participating Administrations concerning disciplinary action which they may from time to time consider necessary in respect of medical officers transferred or temporarily seconded to their Territories ;

(e) to obtain regular returns of infectious diseases from the Territories of the Participating Administrations together with those other reports which may from time to time be necessary, and to ensure that that information is transmitted to the Board and to all the Participating Administrations ;

(f) to establish and maintain the necessary contact with the World Health Organization and the South Pacific Commission ;

(g) from time to time to prepare those special reports on medical, health and allied problems which the Board may require or which, at his discretion, he may deem necessary ;

(h) to prepare, for the consideration of the Board at the Annual Meeting, estimates of expenditure for the following year in connection with the clerical

and other office staff of the Board and with all other activities sponsored by the Board, and to submit those estimates for study by the Participating Administrations prior to the Annual Meeting ;

(i) to ensure that action taken, and recommendations made, by the Board are brought to the notice of all the Participating Administrations concerned.

10. (1) The Board may appoint an Assistant Inspector-General, South Pacific Health Service (hereinafter referred to as "the Assistant Inspector-General"). The Assistant Inspector-General shall be a medical practitioner and shall be appointed on the conditions and with the powers and duties which the Board may from time to time determine.

(2) The Inspector-General may from time to time, either generally or particularly, delegate to the Assistant Inspector-General all or any of his powers, duties and functions under Articles 9 and 12 of the present Agreement. Subject to any general or special directions given or conditions attached by the Inspector-General, the Assistant Inspector-General may exercise those powers in the same manner and with the same effect as if they had been conferred on him directly by the present Agreement and not by delegation. Every delegation under this sub-paragraph shall be revocable at will, and no such delegation shall prevent the exercise of any power by the Inspector-General. Any such delegation shall, until revoked, continue in force, notwithstanding the fact that the Inspector-General by whom it was made may have ceased to hold office and shall continue to have effect as if made by the successor in office of that Inspector-General.

11. In the discharge of their duties as such, the Inspector-General and the Assistant Inspector-General shall exercise their functions in respect of the Territories of all the Participating Administrations in equal measure, and shall not be regarded as having a special responsibility towards any one Participating Administration.

12. The present Agreement is entered into on the understanding that :

(a) The Board will appoint to the South Pacific Health Service a sufficient number of medical officers to form a pool which, in the opinion of the Board, with the concurrence of the Participating Administrations, is capable of providing the Participating Administrations with adequate health services ;

(b) The pool will be based on the headquarters of the Board, and the Participating Administrations will draw their medical officers from it on a system of transfer or temporary secondment. If the pool is at any time unable to provide for the requirements of any Participating Administration, that Participating Administration may itself appoint to its health service a medical officer or officers : provided that any medical officer so appointed shall be eligible for appointment to the pool ;

(c) The pool will be recruited in part on the basis of a short-term appointment, in part by the Secretary of State for the Colonies and in part from medical officers

appointed to the health service of any Participating Administration pursuant to subparagraph (b) of this Article. Members of the pool who were not recruited by the Secretary of State for the Colonies may be given a permanent and pensionable appointment to Her Majesty's Overseas Civil Service, if they so desire and are accepted for that appointment by the Secretary of State ;

(d) The Participating Administration to whose Territories a medical officer is transferred or temporarily seconded at any time will be responsible for the full costs involved. These costs shall include, for example, his salary, local travelling expenses, leave with pay, and pension contribution, but shall not include the expenses of the medical officer in travelling between the headquarters of the Board and the Territory of a Participating Administration. The latter expenses shall be borne in accordance with arrangements made in each case between the Board and the Participating Administration or Administrations concerned ;

(e) When any Participating Administration considers that disciplinary action is necessary in respect of medical officers transferred or temporarily seconded to its Territories, it will refer the full facts of the case to the Inspector-General for his opinion before final action is taken ;

(f) The Board will maintain a pool of nurses based on New Zealand for secondment to the Territories of the Participating Administrations. The secondment of nurses will be arranged by the Director, Division of Nursing, New Zealand, in consultation with the Inspector-General. If, at any time, the pool of nurses is unable to provide for the requirements of any Participating Administration, that Participating Administration may recruit nurses from elsewhere.

13. The Participating Administrations shall be responsible for the payment of the actual expenses of the Board in each year in the following proportions :

Government of Fiji . . . . .	Seven-sixteenths
Western Pacific High Commission . . . . .	One-quarter
Government of Tonga . . . . .	One-sixteenth
Government of Western Samoa . . . . .	One-eighth
Government of New Zealand . . . . .	One-eighth

14. (1) The present Agreement, which replaces the Agreement of the 11th day of June, 1951, shall enter into force on the date on which all the Participating Administrations shall have signed the present Agreement.

(2) After the expiration of a period of five years from the date of its entry into force, this Agreement shall be subject to review at the instance of any Participating Administration, upon notice being given to the other Participating Administrations. The Agreement shall be reviewed by the Participating Administrations during the calendar year following that in which such notice is given.

(3) Unless the Participating Administrations otherwise agree, the present Agreement shall terminate at the end of the calendar year during which the Agreement is required to be reviewed, pursuant to the provisions of this Article.

IN WITNESS WHEREOF the representatives of the Participating Administrations have hereunto subscribed their names at the places and on the dates hereinafter mentioned.

For the Government of Fiji :

R. H. GARVEY  
Suva, 15.11.57

For the Western Pacific High Commission :

John GUTCH  
Honiara, 10th January, 1958

For the Government of Tonga :

TU 'IHA 'ATEIHO  
2.12.57

For the Government of Western Samoa :

G. R. ROWLES  
Apia, 26/9/57

For the Government of New Zealand :

R. M. ALGIE  
Wellington, 20/9/1957

#### A P P E N D I X

*Territories to which this Agreement applies :*

1. Colony of Fiji
2. Western Pacific Territories :
  - Gilbert and Ellice Islands Colony
  - British Solomon Islands Protectorate
3. New Zealand Island Territories :
  - Cook Islands (including Niue)
  - Tokelau Islands
4. Kingdom of Tonga
5. Western Samoa