

No. 4681

**WORLD HEALTH ORGANIZATION
and
AFGHANISTAN**

Basic Agreement for the provision of technical advisory assistance. Signed at New Delhi, on 18 December 1958, and at Kabul, on 24 January 1959

Official text: English.

Registered by the World Health Organization on 24 February 1959.

**ORGANISATION MONDIALE DE LA SANTÉ
et
AFGHANISTAN**

Accord de base concernant la fourniture d'une assistance technique de caractère consultatif. Signé à New Delhi, le 18 décembre 1958, et à Kaboul, le 24 janvier 1959

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 24 février 1959.

No. 4681. BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF AFGHANISTAN FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE. SIGNED AT NEW DELHI, ON 18 DECEMBER 1958, AND AT KABUL, ON 24 JANUARY 1959.

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

The Government of Afghanistan (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, subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall co-operate in arranging, in the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory assistance.
2. Such technical advisory assistance shall be furnished and received 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 of :
 - (a) making available the services of experts in order to render advice and assistance to or through the Government;

¹ Came into force on 24 January 1959, upon signature, in accordance with article VI.

(b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed;

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

(d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) 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 or through 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 persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organization and the Government.

(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.

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 technical advisory assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the Government. In recognition thereof, the Government shall undertake to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government shall indemnify and hold harmless the Organization and its experts, agents or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

The provisions of Article I, paragraph 6, shall not be deemed to include any claims arising from wilful or reckless acts or omissions, attributable to experts, agents or employees of the Organization, which violate the regulations, rules or administrative instructions governing the activities and conduct of such experts, agents or employees, or which are clearly inconsistent with the responsibilities and functions entrusted to them.

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. The Government shall actively collaborate with the Organization in the furnishing and compilation of findings, data, statistics and such other information as will enable the Organization to analyse and evaluate the results of the programmes of technical advisory assistance.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical advisory assistance which are payable outside the country, as follows :
 - (a) the salaries and allowances of the experts in accordance with the staff regulations and rules of the Organization;
 - (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) 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;

(d) transportation of personnel, supplies and equipment for official purposes within the country;

(e) postage and telecommunications for official purposes;

(f) office furnishings, equipment and stationery as required;

(g) facilities for receiving medical care and hospitalization by the international personnel.

2. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In appropriate cases the Government shall put at the disposal of the Organization such labour, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.¹

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; Vol. 207, p. 328; Vol. 211, p. 388; Vol. 216, p. 367; Vol. 221, p. 409; Vol. 231, p. 350; Vol. 275, p. 298; Vol. 276, p. 352; Vol. 277, p. 343; Vol. 280, p. 348; Vol. 282, p. 354; Vol. 286, p. 334; Vol. 299, p. 408; Vol. 300, p. 305; Vol. 301, p. 439; Vol. 302, p. 353; Vol. 304, p. 342; Vol. 308, p. 310; Vol. 309, p. 354; Vol. 310, p. 318; Vol. 314, p. 308; Vol. 316, p. 276; Vol. 317, p. 316; Vol. 320, p. 321, and Vol. 323.

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this agreement, shall be deemed to be officials within the meaning of the above Convention.
3. The Government shall take all practicable measures to facilitate the activities of the Organization under this Agreement and to assist experts and other officials of the Organization in obtaining such services and facilities as may be required to carry on these activities. When carrying out its responsibilities under this Agreement, the Organization, its experts and other officials shall have the benefit of the most favourable legal rate of conversion of currency.

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 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 to the other party and shall terminate 60 days after receipt of such notice.
4. This Basic Agreement shall supersede and replace the Basic Agreement concerning Technical Advisory Assistance concluded on 4 December 1949.¹

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 in the English language in three copies.

at Kabul, on 24 January 1959
For the Government
of Afghanistan :
(Signed) Abdul RAHIM
Deputy Minister of Public Health

at New Delhi, on 18 December 1958
For the World Health
Organization :
(Signed) C. MANI
Regional Director

¹ United Nations, *Treaty Series*, Vol. 102, p. 117.