

No. 6928

**WORLD HEALTH ORGANIZATION
and
BURUNDI**

Basic Agreement (with exchange of letters) for the provision of technical advisory assistance. Signed at Usumbura, on 8 August 1963, and at Brazzaville, on 30 August 1963

Official text: French.

Registered by the World Health Organization on 19 September 1963.

**ORGANISATION MONDIALE DE LA SANTÉ
et
BURUNDI**

Accord de base (avec échange de lettres) concernant la fourniture d'une assistance technique de caractère consultatif. Signé à Usumbura, le 8 août 1963, et à Brazzaville, le 30 août 1963

Texte officiel français.

Enregistré par l'Organisation mondiale de la santé le 19 septembre 1963.

[TRANSLATION¹ — TRADUCTION²]

No. 6928. BASIC AGREEMENT³ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF THE KINGDOM OF BURUNDI FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE. SIGNED AT USUMBURA, ON 8 AUGUST 1963, AND AT BRAZZAVILLE, ON 30 AUGUST 1963

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

The Government of the Kingdom of Burundi (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, on 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.

¹ Translation by the World Health Organization.

² Traduction de l'Organisation mondiale de la santé.

³ Came into force on 30 August 1963, upon signature, in accordance with article VI, paragraph 1.

3. Such technical advisory assistance may consist of :
- (a) Making available the services of advisers in order to render advice and assistance to or through the Government;
 - (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) Advisers 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 advisers 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 advisers 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 Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the Organization that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.

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 advisers 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 subsistence (including duty travel per diem) of the advisers;
 - b) The costs of transportation of the advisers 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 advisers;
 - 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) 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; Vol. 323, p. 364; Vol. 325, p. 328; Vol. 327, p. 324; Vol. 330, p. 348; Vol. 337, p. 376; Vol. 338, p. 326; Vol. 344, p. 302; Vol. 345, p. 352; Vol. 349, p. 312; Vol. 355, p. 404; Vol. 359, p. 390; Vol. 369, p. 446; Vol. 371, p. 266; Vol. 372, p. 354; Vol. 374, p. 374; Vol. 375, p. 342; Vol. 376, p. 405; Vol. 380, p. 388; Vol. 381, p. 352; Vol. 383, p. 313; Vol. 384, p. 329; Vol. 387, p. 328; Vol. 397, p. 329; Vol. 398, p. 314; Vol. 399, p. 252; Vol. 401, p. 214; Vol. 402, p. 306; Vol. 406, p. 284; Vol. 407, p. 232; Vol. 413, p. 342; Vol. 418, p. 332; Vol. 419, p. 343; Vol. 423, p. 284; Vol. 424, p. 320; Vol. 425, p. 302; Vol. 429, p. 254; Vol. 434, p. 268; Vol. 435, p. 294; Vol. 438, p. 340; Vol. 442, p. 298; Vol. 443, p. 312; Vol. 444, p. 292; Vol. 453, p. 344; Vol. 456, p. 486; Vol. 457, p. 300; Vol. 458, p. 274; Vol. 460, p. 294; Vol. 461, p. 214, and Vol. 466.

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.

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.

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 three copies in the French language.

For the Government of the
Kingdom of Burundi :
(Signed) Dr. MASUMBUKO Pie
Deputy Prime Minister
Minister for Public Health
and Population
Usumbura, 8 August 1963

For the World Health Organization,
Regional Office for Africa :
(Signed) F. J. C. CAMBOURNAC, M. D.

Brazzaville, 30 August 1963

EXCHANGE OF LETTERS

I

Letter from the Minister of Public Health to the Regional Director
Usumbura 8 August 1963

Sir,

Following the conclusion of the Agreement between the World Health Organization and the Government of Burundi concerning the provision of technical

advisory assistance,¹ I have the honour to inform you that my Government wishes to interpret certain articles or parts of articles of this Agreement in the following manner :

- Until further notice, the Government shall not be obliged to comply with the obligations mentioned in paragraphs (a) and (d) of Article IV.1;
- Paragraphs (b) and (c) of the same Article IV.1 shall apply only in so far as lies within the possibility of the Government.

I have the honour to be, Sir,
Your obedient Servant,

Deputy Prime Minister
Minister for Public Health and Population:
Dr. MASUMBUKO Pie

Dr. F. J. C. Cambournac
Regional Director
World Health Organization
Brazzaville
Congo

II

*Letter from the Regional Director
to the Minister for Public Health of the Kingdom of Burundi*

Brazzaville, 30 August 1963

Sir,

I have the honour to acknowledge receipt of your letter of 8 August 1963, No. 1368/OMS, in regard to the Agreement between the Government of Burundi and the World Health Organization concerning the provision of technical advisory assistance. I would confirm that the articles or parts of articles of the said Agreement shall be interpreted in the following manner :

- Until further notice, the Government shall not be obliged to comply with the obligations mentioned in paragraphs (a) and (d) of Article IV.1;

¹ See p. 347 of this volume.

— Paragraphs (b) and (c) of the same Article IV.1 shall apply only in so far as lies within the possibility of the Government.

I have the honour to be, Sir,

Your obedient Servant,

Dr. F. J. C. CAMBOURNAC
Regional Director

The Minister for Public Health

Usumbura

Burundi