

No. 6980

**WORLD HEALTH ORGANIZATION
and
JAMAICA**

Basic Agreement for the provision of technical advisory assistance to Jamaica. Signed at Washington, on 12 July 1963, and at Kingston, on 25 September 1963

Official text: English.

Registered by the World Health Organization on 15 November 1963.

**ORGANISATION MONDIALE DE LA SANTÉ
et
JAMAÏQUE**

Accord de base concernant la fourniture d'une assistance technique de caractère consultatif à la Jamaïque. Signé à Washington, le 12 juillet 1963, et à Kingston, le 25 septembre 1963

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 15 novembre 1963.

No. 6980. BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF JAMAICA FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE TO JAMAICA. SIGNED AT WASHINGTON, ON 12 JULY 1963, AND AT KINGSTON, ON 25 SEPTEMBER 1963

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

The Government of Jamaica (hereinafter referred to as "the Government"),

Considering the objective and functions of the Organization as set forth in Chapters I and II of its Constitution, signed at New York on 22 July 1946,² and the resolution adopted by the Fourth World Health Assembly, on 24 May 1951, relating to the costs to be borne by recipient Governments,

Desiring to promote the health of the inhabitants of Jamaica in the spirit of Chapters XI and XII of the Charter of the United Nations 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 Organization and the Government,

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

Have agreed as follows :

Article I

FURNISHING OF TECHNICAL ADVISORY ASSISTANCE

1. The Organization shall, subject to the provisions of the present Basic Agreement and to the availability of funds, render such technical advisory assistance as shall be

¹ Came into force on 25 September 1963, upon signature, in accordance with article VI (1).

² United Nations, *Treaty Series*, Vol. 14, p. 185 ; Vol. 15, p. 447 ; Vol. 16, p. 364 ; Vol. 18, p. 385 ; Vol. 23, p. 312 ; Vol. 24, p. 320 ; Vol. 26, p. 413 ; Vol. 27, p. 402 ; Vol. 29, p. 412 ; Vol. 31, p. 480 ; Vol. 34, p. 417 ; Vol. 44, p. 339 ; Vol. 45, p. 326 ; Vol. 53, p. 418 ; Vol. 54, p. 385 ; Vol. 81, p. 319 ; Vol. 88, p. 427 ; Vol. 131, p. 309 ; Vol. 173, p. 371 ; Vol. 180, p. 298 ; Vol. 241, p. 483 ; Vol. 264, p. 326 ; Vol. 293, p. 334 ; Vol. 328, p. 286 ; Vol. 358, p. 247 ; Vol. 375, p. 341 ; Vol. 376, p. 404 ; Vol. 377, p. 380 ; Vol. 380, p. 384 ; Vol. 381, p. 350 ; Vol. 383, p. 312 ; Vol. 384, p. 328 ; Vol. 385, p. 361 ; Vol. 387, p. 324 ; Vol. 389, p. 306 ; Vol. 390, p. 333 ; Vol. 391, p. 317 ; Vol. 411, p. 294 ; Vol. 419, p. 342 ; Vol. 424, p. 319 ; Vol. 425, p. 301 ; Vol. 429, p. 252 ; Vol. 442, p. 296 ; Vol. 443, p. 311 ; Vol. 450, p. 406 ; Vol. 455, p. 441, and Vol. 456, p. 485.

requested by the Government and approved by the Organization in Supplementary Agreements with mutually agreeable plans of operation.

2. The Organization shall consult with the Government regarding the appointment of advisers under any Supplementary Agreements.

2.1. The advisers appointed by the Organization shall be responsible to the Organization and under its supervision and direction. Should, however, an adviser be required to perform executive or administrative functions, special arrangements will be negotiated with the Government.

2.2. The advisers appointed shall make every effort to instruct local technical staff associated with them in the methods, techniques, and practices of their work and in the principles upon which these are based. The Government shall, wherever practicable, assign technical staff to the program for this purpose.

3. The Organization shall give sympathetic consideration to candidates nominated by the Government for fellowships and scholarships, in accordance with administrative procedures established by the Organization.

4. The Organization may, as part of the technical advisory assistance furnished under Supplementary Agreements, make arrangements to carry out laboratory or other tests, experiments, or research outside the country.

5. 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.

6. 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.

7. 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 of Jamaica. 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 advisers, 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, except where it is agreed on 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

COOPERATION 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 compiling of findings, data, statistics, and such other information as will enable the Organization to analyze and evaluate the results of the programs of technical advisory assistance.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray those expenses which are incurred outside the country, or such proportion thereof as may be specified in Supplementary Agreements, regarding :
 - 1.1. Salaries of advisers.
 - 1.2. Subsistence and travel of advisers to and from the port of entry into the country.
 - 1.3. Other necessary travel expenses of advisers outside the country.
 - 1.4. Transportation to the country of any equipment or supplies provided by the Organization.
 - 1.5. Insurance of advisers.
 - 1.6. Other expenses incurred outside the country, approved by the Organization, and necessary for the provision of technical advisory assistance.
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 :

- 1.1. Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance.
 - 1.2. Necessary office space and other premises.
 - 1.3. Equipment and supplies produced within the country.
 - 1.4. Transportation of personnel, supplies, and equipment for official purposes within the country.
 - 1.5. Postage and telecommunications for official purposes.
 - 1.6. Facilities for receiving medical care and hospitalization by the international personnel.
2. For projects financed by the Expanded Program of Technical Assistance for Economic Development, the Government shall pay in local currency, or in supplies and services as agreed upon mutually between the Government and the Organization, such part of the costs as specified in Resolution WHA4.60 of the Fourth World Health Assembly.
- 2.1. For this purpose the Government shall establish a local currency fund or funds in such amounts and under such procedures as shall be specified in Supplementary Agreements.
3. 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.
4. In appropriate cases the Government shall put at the disposal of the Organization such labor, 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
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. This Convention shall also apply to any Area Representatives of the Organization appointed to Jamaica, who shall be afforded the treatment provided for under section 21 of the said Convention.

¹ See footnote 2, p. 10 of this volume.

Article VI

FINAL PROVISIONS

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Government and of the Organization.
2. This Basic Agreement may be modified by agreement between the Government and the Organization, 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, and shall terminate sixty days after receipt of such notice. Termination of the Basic Agreement shall constitute termination of any Supplementary Agreements made thereunder.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and the Organization, sign the present Basic Agreement in two copies in English.

For the Government
of Jamaica :

(Signed) Dr. H. W. ELDEMIRE
Minister of Health

Kingston, Jamaica
25 September 1963

For the World Health
Organization :

(Signed) Dr. J. C. CUTLER
Director, Pan American Sanitary Bureau,
Regional Office of the World Health
Organization

Washington, D.C.
12 July 1963