

No. 7169

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**WORLD HEALTH ORGANIZATION  
and  
BURUNDI**

**Agreement (with annex) for the provision of the services of operational officers. Signed at Usumbura, on 30 August and 19 September 1963**

*Official text: French.*

*Registered by the World Health Organization on 16 March 1964.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
BURUNDI**

**Accord (avec annexe) concernant la fourniture des services d'agents d'exécution. Signé à Usumbura, les 30 août et 19 septembre 1963**

*Texte officiel français.*

*Enregistré par l'Organisation mondiale de la santé le 16 mars 1964.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 7169. AGREEMENT<sup>3</sup> BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF BURUNDI FOR THE PROVISION OF THE SERVICES OF OPERATIONAL OFFICERS. SIGNED AT USUMBURA, ON 30 AUGUST AND 19 SEPTEMBER 1963

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The World Health Organization (hereinafter called "the Organization") and The Government of Burundi (hereinafter called "the Government"), desiring to join in furthering the development of the health services of Burundi, have entered into this Agreement in a spirit of friendly co-operation.

*Article I*

SCOPE OF THE AGREEMENT AND DURATION OF ASSISTANCE

1. This Agreement embodies the conditions under which the Organization shall provide the Government with the services of operational officers (hereinafter referred to as "officers"). It also embodies the basic conditions which govern the relationship between the Government and the officers. The Government and the officers shall enter into contracts between themselves concerning their mutual relationship. However, any such contract shall be subject to the provisions of this Agreement, and shall be communicated to the Organization.
2. The relationship between the Organization and the officers shall be defined in contracts which the Organization shall enter into with such officers. A copy of the contract which the Organization shall use for this purpose is herewith transmitted for the Government's information as Annex I of this Agreement.
3. The period during which assistance is expected to be provided by the Organization for implementing this Agreement is estimated to be 3 to 5 years.

*Article II*

FUNCTIONS OF THE OFFICERS

1. The officers to be provided under this Agreement shall be available to perform operational functions, including training for the Government, or, if so agreed by the Organization and the Government, in other public agencies or public corporations or

<sup>1</sup> Translation by the World Health Organization.

<sup>2</sup> Traduction de l'Organisation mondiale de la santé.

<sup>3</sup> Came into force on 19 September 1963 by signature, in accordance with article VI, paragraph 1.

public bodies, or in national agencies or bodies other than those of a public character.

2. In the performance of the duties assigned to them by the Government, the officers shall be solely responsible to, and under the exclusive direction of, the Government; they shall not report to nor take instructions from the Organization or any other person or body external to the Government except with the approval of the Government. In each case the Government shall designate the authority to which the officer will be immediately responsible.

3. The Parties hereto recognize that a special international status attaches to the officers made available to the Government under this Agreement, and that the assistance provided the Government hereunder is in furtherance of the purposes of the Organization. Accordingly, the officers shall not be required to perform any function incompatible with such special international status or with the purposes of the Organization.

4. In implementation of the preceding paragraph, but without restricting its generality or the generality of the last sentence of paragraph 1 of Article I, any contracts entered into by the Government with the officers shall embody a specific provision to the effect that the officer shall not perform any functions incompatible with his special international status or with the purposes of the Organization.

### *Article III*

#### OBLIGATIONS OF THE ORGANIZATION

1. The Organization undertakes to provide, in response to the Government's requests, experienced officers to perform the functions described in Article II above.

2. The Organization undertakes to provide such officers in accordance with any applicable resolutions and decisions of its competent organs, and subject to the availability of the necessary funds.

3. The Organization undertakes, within the financial resources available to it, to provide administrative facilities necessary to the successful implementation of this Agreement, specifically including the payment of stipends and allowances to supplement, as appropriate, the salaries paid to the officers by the Government under Article IV, paragraph 1, of this Agreement, and upon request, effecting payments in currencies unavailable to the Government, and making arrangements for travel and transportation outside Burundi when the officers, their families or belongings are moved, under the terms of their contracts.

4. The Organization undertakes to provide the officers with such subsidiary benefits as it may deem appropriate, including compensation in the event of death, injury or

illness attributable to the performance of the official duties assigned to them by the Government. Such subsidiary benefits shall be specified in contracts to be entered into between the Organization and the officers.

5. The Organization undertakes to extend its good offices in a spirit of friendly co-operation towards the making of any necessary amendment to the conditions of service of the officers, including the cessation of such service if and when it becomes necessary.

#### *Article IV*

##### OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of implementing this Agreement by paying the officers the salary and related emoluments which would be payable to national civil servants or other comparable employees holding the rank to which the officers are assimilated.

2. The Government shall provide the officers with such services and facilities including local transportation, and medical and hospital facilities, as are normally made available to national civil servants or other comparable employees holding the rank to which the officers are assimilated.

3. The Government shall provide the officers with such accommodation as is normally made available to national civil servants or other comparable employees holding the rank to which the officers are assimilated. The rent and other charges payable by the officers for such accommodation and the conditions of its occupancy shall be the same as those applicable to the aforementioned civil servants or employees.

4. The Government shall grant the officers the annual and sick leave available to national civil servants or other comparable employees holding the rank to which the officers are assimilated. The Government shall grant to the officers such further annual leave, not exceeding total leave at the rate of thirty working days per annum, as may be required to permit them to enjoy such home leave as they may be entitled to under the terms of their contracts with the Organization.

5. The Government recognizes that the officers 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 stipends, emoluments and allowances paid to them by the Organization ;
- (c) be immune from national service obligations ;
- (d) be immune, together with their spouses and relatives dependent upon 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 in question.
6. The assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the people and Government of Burundi. In recognition thereof, the Government shall 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 the officers against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to person 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.
7. The Government shall do everything within its means to ensure the effective use of the officers provided and will, as far as practicable, make available to the Organization information on the results achieved by this assistance.
8. The Government shall defray such portions of the expenses to be paid outside the country as may be mutually agreed upon.

### *Article V*

#### SETTLEMENT OF DISPUTES

1. Any dispute between the Government and any officer arising out of or relating to the conditions of his service may be referred to the Organization by either the Government or the officer involved, and the Organization shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence, the matter shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 below.
2. Any dispute between the Organization and the Government arising out of or relating to this Agreement which cannot be settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party to the dispute pursuant to paragraph 3 below.

3. Any dispute to be submitted to arbitration in accordance with paragraph 1 or 2 above shall be referred to a board of three arbitrators for decision by a majority of them. Each party to the dispute shall appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall be the chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the Secretary-General of the Permanent Court of Arbitration to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties to the dispute as the final adjudication thereof.

#### *Article VI*

##### GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature.
2. This Agreement may be modified by agreement between the Organization and the Government, but without prejudice to the rights of officers holding appointments pursuant to this Agreement. Any relevant matter for which no provision is made in this Agreement shall be settled by the Organization and the Government. Each party to this Agreement shall give full and sympathetic consideration to any proposal for such settlement advanced by the other party.
3. This Agreement may be terminated by the Organization or by the Government upon written notice to the other party and shall terminate sixty days after receipt of such notice. The termination of this Agreement shall be without prejudice to the rights of the officers holding appointments pursuant to this Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization on the one hand, and of the Government on the other hand, have on behalf of the parties, signed the present Agreement at Usumbura on 19 September 1963, in 4 copies in the French language.

For the Government :

Dr. MASUMBUKO Pie

Vice Prime Minister,  
Minister of Public Health  
and Population

For the World Health  
Organization :

F. J. C. CAMBOURNAC  
Regional Director  
30 August 1963

## ANNEX I

CONTRACT BETWEEN THE WORLD HEALTH ORGANIZATION AND \_\_\_\_\_

The World Health Organization (hereinafter referred to as "the Organization"), and  
Mr. (Mrs., Miss) \_\_\_\_\_ (hereinafter referred to as "the officer")

Having regard to the Agreement concluded between the Government of \_\_\_\_\_  
(hereinafter referred to as "the Government") and the Organization on \_\_\_\_\_  
concerning the provision to the Government of operational personnel,

Desiring to specify the conditions under which the officer, as employee, agrees to  
place his services at the disposal of the Government as his employer,

Desiring furthermore to define the mutual relationship that shall exist in this con-  
nexion between the Organization and the officer,

Have entered into the present Contract :

*Article I*

## FUNCTIONS OF THE OFFICER

1. The officer undertakes to perform for or on behalf of the Government the following  
functions :

\_\_\_\_\_

\_\_\_\_\_

2. As part of his official functions and to the maximum extent approved by the Govern-  
ment, the officer shall promote and assist in the training of new talent with a view to  
increasing the supply of competent officials available to the Government.

3. The functions referred to under paragraph 1 of this Article may be changed from time  
to time by mutual agreement between the Government and the officer.

*Article II*

## OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall provide the officer with a stipend equivalent to US \$ \_\_\_\_\_  
\_\_\_\_\_ per annum. The stipend shall be paid monthly, in the following currencies :

\_\_\_\_\_

\_\_\_\_\_

2. The Organization shall provide the officer with allowances, grants and benefits as  
established in the Annexes to this Contract.

3. The Organization shall reimburse any income taxes which may be levied by the  
country of the officer's nationality or normal residence on the salary and related emolu-

ments received from the Government, and on the stipend and any of the allowances or emoluments paid by the Organization.

4. If, at the time of his appointment, the officer is a full or associate participant of the United Nations Joint Staff Pension Fund and is eligible to continue his participation under the Regulations of the Pension Fund, the Organization shall continue to pay its share of contribution into the Pension Fund.

5. (a) The Organization shall make arrangements under which compensation shall be granted should the officer suffer death, injury or illness determined by the Organization to have been attributable to the performance of official duties for or on behalf of the Government under this Contract. In paying indemnities hereunder, the Organization shall take into account compensation payments by the Government, by the Government of the officer's nationality or normal residence, benefits from the United Nations Staff Pension Fund and payments under the Organization's insurance policies.

(b) In the event of death of the officer or of his recognized dependants, the Organization shall pay the expenses of transportation of the body from the place of death to a place to which he is entitled to return transportation. These expenses will include reasonable costs for preparation of the body.

6. The benefits mentioned in this Article shall be provided by the Organization under terms, conditions and definitions generally the same as those applicable to its staff members in the category of project personnel.

### *Article III*

#### OBLIGATIONS OF THE OFFICER

1. The officer shall be responsible to the Government. In the performance of his duties he shall neither seek nor accept instructions from any other Government or from any other authority external to the Government.

2. The officer shall conduct himself at all times with the fullest regard for the aims of the Organization and in a manner befitting his status under this Contract. He shall not engage in any activity that is incompatible with the purposes of the Organization or the proper discharge of his duties with the Government. He shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on his status, or on the integrity, independence and impartiality which are required by that status. While he is not expected to give up his national sentiments or his political and religious convictions, he shall at all times bear in mind the reserve and tact incumbent upon him by reason of his status.

3. The officer shall exercise the utmost discretion in regard to all matters of official business. He shall not communicate to any person any information known to him by reason of his official position with the Government which has not been made public, except in the course of his duties or by authorization of the Government. Nor shall he at any time use such information to private advantage. These obligations do not cease upon completion of service under this Contract.

*Article IV*

## DURATION AND TERMINATION OF CONTRACT

1. Subject to the provisions of paragraph 3 of this Article this Contract is concluded for a period of \_\_\_\_\_ commencing on \_\_\_\_\_.

This Contract expires without further notice at the end of the period stated in this paragraph.

2. This Contract does not carry any expectancy of renewal or of conversion to any type of appointment in the Secretariat of the Organization.

3. This Contract may be terminated by either party upon one month of written notice.

Should the Organization so terminate the Contract, it shall pay to the officer an indemnity equal to \_\_\_\_\_ for each month of uncompleted service under this Contract.

However, no indemnity shall be due if the termination of the Contract is based on the misconduct of the officer or on the non-observance by the officer of the obligations incumbent upon him under Article III of this Contract.

*Article V*

## SETTLEMENT OF DISPUTES

The Organization shall establish arbitration machinery to hear and to decide disputes between itself and the officer in which the latter asserts non-observance of the terms of this Contract.

*Article VI*

## GENERAL PROVISIONS

1. This Contract shall enter into force upon signature.

2. This Contract may be modified by agreement between the Organization and the officer and specifically in the light of such modifications as may from time to time be made in the Agreement referred to above between the Organization and the Government.

3. While the officer does not have the status of a member of the Secretariat of the Organization, any relevant matter for which no provision is made in this Contract shall be settled according to the administrative practices of the Organization.

IN WITNESS WHEREOF the undersigned have affixed their signature.

\_\_\_\_\_  
(the officer)

\_\_\_\_\_  
(for the World Health  
Organization)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)