

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

Agreement (with appendix) for the continued operation of a South Pacific Health Service. Signed at Wellington on 18 August 1964, at Apia on 14 September 1964, at Suva on 7 October 1964, at Nuku'alofa on 23 October 1964, and at Honiara on 7 November 1964

Official text: English.

Registered by New Zealand on 4 November 1965.

NOUVELLE-ZÉLANDE (POUR LES TERRITOIRES INSULAIRES DE LA NOUVELLE-ZÉLANDE), ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD (POUR LES ÎLES FIDJI, LE HAUT COMMISSARIAT DU PACIFIQUE OUEST et TONGA) et SAMOA-OCCIDENTAL

Accord (avec appendice) relatif au maintien en activité d'un Service de santé du Pacifique sud. Signé à Wellington le 18 août 1964, à Apia le 14 septembre 1964, à Suva le 7 octobre 1964, à Nuku'alofa le 23 octobre 1964, et à Honiara le 7 novembre 1964

Texte officiel anglais.

Enregistré par la Nouvelle-Zélande le 4 novembre 1965.

No. 7965. AGREEMENT¹ BETWEEN NEW ZEALAND (IN RESPECT OF NEW ZEALAND'S ISLAND TERRITORIES), THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (IN RESPECT OF FIJI, WESTERN PACIFIC HIGH COMMISSION AND TONGA) AND WESTERN SAMOA FOR THE CONTINUED OPERATION OF A SOUTH PACIFIC HEALTH SERVICE. SIGNED AT WELLINGTON ON 18 AUGUST 1964, AT APIA ON 14 SEPTEMBER 1964, AT SUVA ON 7 OCTOBER 1964, AT NUKU'ALOFA ON 23 OCTOBER 1964, AND AT HONIARA ON 7 NOVEMBER 1964

WHEREAS on 10 January 1958² an Agreement for the continued operation of a South Pacific Health Service was entered into by 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, the Government of New Zealand acting in respect of New Zealand's Island Territories, the Government of Tonga and the Government of Western Samoa

AND WHEREAS the said Agreement, in accordance with action taken pursuant to Article 14 thereof, is due to terminate on 31 December 1964

AND WHEREAS the said Governments are desirous of replacing the said Agreement by a new Agreement incorporating certain modifications including those rendered appropriate by the fact that on 1 January 1962 Western Samoa became an independent sovereign state and accordingly ceased on that date to be a territory for the international relations of which the Government of New Zealand is responsible

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

¹ Came into force on 7 November 1964, the date on which all the Participating Administrations had signed the Agreement, in accordance with article 14 (1).

² United Nations, *Treaty Series*, Vol. 287, p. 104.

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 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 10 January 1958 and previous Agreements (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 Prime Minister of Western Samoa.

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 Officers, Nurses, Assistant Health 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 purpose 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 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) Participating Administrations will keep the Inspector-General informed of their requirements in respect of medical personnel and the Inspector-General, if so requested, will act as recruiting agent for Medical Officers and Specialist Staff. When necessity arises, the Inspector-General may transfer or second medical staff of the South Pacific Health Service from one territory to another to ensure the proper maintenance of the medical services ;
- (b) 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 ;
- (c) 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 ;
- (d) The Inspector-General will assist Participating Administrations to maintain a full complement of Nursing Sisters and other senior nursing staff and to this end will liaise closely with the Director, Division of Nursing, New Zealand. He may recruit such staff from any source which seems to him appropriate.

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 shall enter into force on the date on which all the Participating Administrations shall have signed the present Agreement ; as from the date of its entry into force, the present Agreement shall supersede and replace the Agreement of 10 January 1958.

(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 :

F. D. JAKEWAY
Suva, 7 October, 1964

For the Western Pacific High Commission :

R. FOSTER
Honiara, 7 November 1964

For the Government of Tonga :

TU'IPELEHAKE
Nuku'alofa, 23 October 1964

For the Government of Western Samoa :

FIAMĒ M. F.M.II
Apia, 14 September 1964

For the Government of New Zealand :

Keith HOLYOAKE
Wellington, 18 August 1964

APPENDIX

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 Islands Territories—
 Cook Islands (including Niue)
 Tokelau Islands
4. Kingdom of Tonga
5. Independent State of Western Samoa