

No. 12056

---

**WORLD HEALTH ORGANIZATION  
and  
FIJI**

**Basic Agreement for the provision of technical advisory assistance. Signed at Manila on 3 March 1972 and at Suva on 10 July 1972**

*Authentic text: English.*

*Registered by the World Health Organization on 10 October 1972.*

---

**ORGANISATION MONDIALE DE LA SANTÉ  
et  
FIDJI**

**Accord de base concernant la fourniture d'une assistance technique de caractère consultatif. Signé à Manille le 3 mars 1972 et à Suva le 10 juillet 1972**

*Texte authentique : anglais.*

*Enregistré par l'Organisation mondiale de la santé le 10 octobre 1972.*

## BASIC AGREEMENT<sup>1</sup> BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF FIJI

The World Health Organization (hereinafter referred to as "the Organization"); and  
The Government of Fiji (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;

Desiring to maintain the South Pacific Area office of the Organization in Fiji;

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.

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

<sup>1</sup> Came into force on 10 July 1972 by signature, in accordance with article VII (1).

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.

However, inter-country staff members based on the South Pacific Area office shall only be covered by the Government for any third party claims and be held harmless in any claim for liabilities in respect of operations carried out in Fiji and for the Government of Fiji upon the specific request of that Government, 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 analyze 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, if available to the Government and 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. FIJI AS HOST COUNTRY FOR SOUTH PACIFIC AREA OFFICE*

1. The Government agrees to continue to be the host country of the South Pacific Area Office of the Organization, which serves other countries and territories of the South Pacific as well as Fiji. The Government, however, shall have no financial obligations for the maintenance of the Area Office or any staff or administrative expenses associated with it. The Organization may close the Area Office at any time the necessity for this arises and shall inform the Government accordingly.

2. The Government agrees to continue to be the host country for inter-country staff assigned to the WHO South Pacific Area, being aware that these inter-country staff members may not necessarily have functions in Fiji, itself, but may serve mainly other countries and territories in the area. Inter-country project services shall however be available to Fiji upon request. The Organization undertakes to consult the Government before designating inter-country staff members to be based on the Area Office and shall give at least one month's notice of their arrival.

*Article VI. 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.<sup>1</sup>

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 offi-

<sup>1</sup> United Nations, *Treaty Series*, vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see vol. 71, p. 318; vol. 79, p. 326; vol. 117, p. 386; vol. 275, p. 298; vol. 314, p. 308; vol. 323, p. 364; vol. 327, p. 326; vol. 371, p. 266; vol. 423, p. 284; vol. 559, p. 348, and vol. 645, p. 340.

cials within the meaning of the above Convention. This Convention shall also apply to any WHO Representative appointed to the South Pacific area who shall be afforded the treatment provided for under section 21 of the said Convention.

*Article VII*

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.

At Suva, on 10 July 1972.

For the Government  
of Fiji:

K. K. T. MARA  
Prime Minister

At Manila, on 3 March 1972.

For the World Health  
Organization:

[Signed]

FRANCISCO J. DY, M.D.  
Regional Director