

No. 12237

**UNITED STATES OF AMERICA
and
WORLD HEALTH ORGANIZATION**

Agreement relating to the facilities, services and privileges and immunities afforded to the Organization on the occasion of the holding in Guam of the 23rd session of the Regional Committee of the Western Pacific (with annexes). Signed at Manila on 19 June 1972

Authentic text: English.

Registered by the United States of America on 29 December 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION MONDIALE DE LA SANTÉ**

Accord sur les installations, services, privilèges et immunités accordés à l'Organisation pour la tenue à Guam de la vingt-troisième session du Comité régional du Pacifique occidental (avec annexes). Signé à Manille le 19 juin 1972

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 29 décembre 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE WORLD HEALTH ORGANIZATION RELATING TO THE FACILITIES, SERVICES AND PRIVILEGES AND IMMUNITIES AFFORDED TO THE ORGANIZATION ON THE OCCASION OF THE HOLDING IN GUAM OF THE 23RD SESSION OF THE REGIONAL COMMITTEE OF THE WESTERN PACIFIC

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

The Government of the United States of America (hereinafter referred to as “the Government”)

Desiring to give effect to the invitation of the Government to hold the 23rd session of the Regional Committee for the Western Pacific in Guam commencing on 27 September 1972;

Desiring to conclude an agreement for the purpose of determining the facilities and services and the privileges and immunities afforded to the Organization on the occasion of the holding of the 23rd session of the Regional Committee for the Western Pacific;

Have agreed as follows:

Article I. OBLIGATIONS OF THE ORGANIZATION

The Organization shall provide at its own expense such personnel, equipment and supplies as are specified in annex I.

Article II. EXPENSES REIMBURSABLE TO THE ORGANIZATION BY THE GOVERNMENT

The Government shall arrange for the Government of Guam to assume or reimburse to the Organization the expenses over and above those normally incurred when meetings are held at Regional Headquarters.

Article III. FACILITIES, SERVICES, SPACE AND EQUIPMENT

(a) The Government shall arrange with the local authorities in Guam to make available without charge to the Organization for the duration of the 23rd session of the Regional Committee such personnel, meeting and office space, fixtures, furniture, equipment and supplies as are specified in annex 2.

(b) The Government shall arrange with the local authorities in Guam to provide, without charge to WHO, suitably equipped offices for those officials of the Organization whose presence in Guam before the opening of the Session and after its termination is considered necessary by the Regional Director of the Organization for the work of the Session.

¹ Came into force on 19 June 1972 by signature, in accordance with article XI.

Article IV. HOTELS, POST OFFICE, ETC.

(a) The Government shall arrange with the local authorities in Guam for accommodation in hotels for delegates, members of the WHO Secretariat and members of their families.

(b) The WHO Regional Office shall inform the local authorities of the actual hotel accommodation requirements in good time.

(c) Postal and news-stand services are available in the Guam Hilton Hotel where the Regional Committee Meeting is to be held.

Article V. TRANSPORT

(a) The Government shall arrange with the local authorities in Guam to facilitate the arrival and the departure of all persons who are participating in an official capacity in the work of the Session.

(b) The Government shall arrange with the local authorities in Guam to place at the disposal of the Organization, without charge to WHO, the necessary vehicles for local transport of equipment, materials and documents throughout the whole duration of the Session. They shall be responsible for all expenses connected with such transport, such as the provision of petrol and servicing of vehicles.

(c) Further, the local authorities in Guam shall organize and place at the disposal of the Organization, without charge to WHO, any transport service required for field visits which may be organized by the local authorities in connexion with the Technical Discussions.

Article VI. TELECOMMUNICATIONS

(a) The Government shall assume responsibility for the whole of the telephone system required for the effective functioning of the Session as well as the charge for official local calls of the Organization.

(b) The Government shall provide the telegraphic or radio communications required for the effective functioning of the Session at the commercial rates available to Government agencies.

(c) Press cards for reduced press rates will be issued in the names of the WHO Public Information Officer and Conference Officer as soon as they arrive in Guam.

Article VII. PRIVILEGES AND IMMUNITIES

(a) For the purpose of this Agreement the Government shall apply without reservations the provisions of the International Organizations Immunities Act, Public Law 291, 79th Congress, as amended. The Government affirms that the legislative provisions necessary to permit the successful conduct of the annual meeting of the Regional Committee of the World Health Organization for the Western Pacific are contained in Public Law 291, 79th Congress, Public Law 414, 82nd Congress, Executive Order No. 10025 of the President of the United States dated December 30th, 1948, as well as the Constitution of the Organization.¹ The United States authorities are ready to make every effort to provide to WHO and to all persons convened or invited in an official capacity all the facilities which may be afforded within the limits of the above-mentioned laws and instruments.

¹ United Nations, *Treaty Series*, vol. 14, p. 185.

(b) The Government undertakes to the extent of the provisions of Public Law 79-291 to hold WHO and its staff immune from suit and legal process relating to acts performed by them in their official capacity, and falling within their functions as officers and employees of the Organization.

Article VIII. INVIOABILITY AND PROTECTION OF THE PREMISES PLACED AT THE DISPOSAL OF THE ORGANIZATION

(a) The premises placed at the disposal of the Organization in connexion with this Regional Committee session shall be placed under the control and authority of the Organization which shall have the exclusive right to authorize or prohibit entry thereto of any person and may also cause any person to be removed therefrom.

(b) The local authorities in Guam shall take appropriate measures to ensure that these premises are not disturbed by the entry of unauthorized persons or groups of persons, by disorder or any kind of noise in the immediate vicinity thereof, particularly any noise which may result from traffic. To this end they shall station outside these premises the necessary police protection and take any other measure they may deem necessary.

(c) At the request of the Chairman of the Regional Committee or of the Regional Director, or of their authorized representatives, the local authorities in Guam shall provide the necessary police forces to give assistance for maintaining order, if need arises, within these premises, and to expel any person who may disturb it and the said authorities shall provide general security services within the premises.

Article IX. OFFICIAL RECEPTIONS

The Government shall arrange with the local authorities in Guam to enable the Organization to purchase liquor exempt from customs and other duties for its official receptions.

Article X. THIRD PARTY LIABILITY

It is mutually agreed that any contract for services negotiated by the Government, the local authorities in Guam or the Organization shall include a provision requiring the firm which provides the services to be adequately insured against third-party liability arising out of the services provided.

Article XI. FINAL PROVISIONS

The present Agreement shall enter into force upon its signature.

IN FAITH WHEREOF the present Agreement was done and signed at Manila, Republic of the Philippines, on the nineteenth day of June 1972 in duplicate originals in English, of which one original was handed to the representative of the Government of the United States of America and the remaining original to the Regional Director of the World Health Organization.

For the Government
of the United States of America:

HENRY A. BYROADE
Ambassador

For the World Health
Organization:

FRANCISCO J. DY

ANNEX 1

1. PERSONNEL

In addition to the Secretariat required in the conduct of the business of the Regional Committee Meeting, WHO will provide the following staff to help service the meeting:

- (2) Conference Officers
- (3) Interpreters
- (3) Translators
- (5) Precis writers
- (1) Typing Pool Supervisor
- (2) English Language Secretary/Typists
- (3) French Language Secretary/Typists
- (1) Sound and Interpretation Equipment Technician

2. EQUIPMENT

- (1) Complete set Simultaneous Interpretation Equipment
- (6) IBM electric typewriters—with WHO keyboard
- (18) Flags of the Members of the Western Pacific Region
- (1) WHO flag
- WHO stationery and similar supplies not available locally.

ANNEX 2

1. LOCAL PERSONNEL

- (2) Conference Officers
- (2) Document Distribution staff
- (7) Document Reproduction staff
- (4) Messengers
- (1) Conference Room Clerk
- (1) Sound Equipment Technician
- (2) Sound Equipment Clerks
- (2) Conference Room Janitors
- (1) Transport Officer
- (3) Secretaries
- (4) Typists
- Other, as considered necessary by the Government.

2. EQUIPMENT

- (2) Stencil Duplicating Machines
- (1) Collating machine (if available)
- (7) Typewriters IBM Standard electric
- (1) Paper-cutting machine
- (1) Spirit duplicator
- (1) Public Address Equipment
- (1) Slide Projector
- (1) Copying machine
- (15) Public Information Display Panels, 4 × 3 feet
- (2) Blackboards
- (19) Flagpoles
- Stationery and other office supplies locally available.
- (1) Portable Interpreters' booth
- (5) Tape recorders

3. MEETING AND OFFICE SPACE

The Guam Hilton Convention Room

Two (2) sections of the Marianas ballroom for sub-committee meetings

Seventeen (17) offices

One (1) big room for Documents Reproduction

Sufficient and suitable furniture for meetings and office space

Eight (8) passenger vehicles

Buses, depending on requirements
