

No. 18364

**WORLD HEALTH ORGANIZATION
and
VIET NAM**

Agreement for the establishment of technical advisory co-operation. Signed at Manila on 23 November 1979 and at Hanoi on 6 February 1980

Authentic texts: English and French.

Registered by the World Health Organization on 25 March 1980.

**ORGANISATION MONDIALE DE LA SANTÉ
et
VIET NAM**

Accord concernant l'établissement d'une coopération technique de caractère consultatif. Signé à Manille le 23 novembre 1979 et à Hanoi le 6 février 1980

Textes authentiques : anglais et français.

Enregistré par l'Organisation mondiale de la santé le 25 mars 1980.

BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF VIET NAM

The World Health Organization (hereinafter referred to as “the Organization”), and the Government of Viet Nam (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 cooperation, 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,

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

Have agreed as follows:

Article I. ESTABLISHMENT OF TECHNICAL ADVISORY COOPERATION

1. The Organization shall establish technical advisory cooperation with the Government, subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall cooperate 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 cooperation.

2. Such technical advisory cooperation shall be established 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 cooperation may consist of:

- (a) Making available the services of advisers in order to render advice and cooperate with the Government or with other parties;
- (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 forms of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. (a) Advisers who are to render advice and cooperate with the Government or with other parties 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 ap-

¹ Came into force on 6 February 1980 by signature, in accordance with article VI (1).

propriate to the nature of their duties and the cooperation in view and as may be mutually agreed upon between the Organization and the Government.

(c) The advisers shall, in the course of their advisory work, 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.

Article II. PARTICIPATION OF THE GOVERNMENT IN TECHNICAL ADVISORY COOPERATION

1. The Government shall do everything in its power to ensure the effective development of the technical advisory cooperation.

2. The Government and the Organization shall agree 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 cooperation.

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 cooperation 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 cooperation by paying for, or directly furnishing, the following facilities and services:

- (a) Local personnel services, technical and administrative, including 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. 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. The WHO Programme Coordinator appointed to the Government of Viet Nam shall be afforded appropriate status to be determined by agreement between the parties hereto.

Article VI

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 sixty days after receipt of such notice.

¹ 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; vol. 645, p. 340; vol. 1057, p. 320, and vol. 1060, p. 337.

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 in English and in French, both texts being equally authentic.

At Hanoi, on 6 February 1980
For the Government
of Viet Nam:

NGUYEN VAN DAN
Vice Minister of Health

At Manila, on 23 November 1979
For the World Health
Organization:

[Signed]

HIROSHI NAKAJIMA, M.D., Ph.D.
Regional Director