

No. 21121

**WORLD HEALTH ORGANIZATION
(PAN-AMERICAN HEALTH ORGANIZATION)
and
DOMINICA**

Basic Agreement for the establishment of technical advisory co-operation relations. Signed at Washington on 5 February 1982 and at Roseau on 2 April 1982

Authentic text: English.

Registered by the World Health Organization on 26 June 1982.

**ORGANISATION MONDIALE DE LA SANTÉ
(ORGANISATION PANAMÉRICAINNE DE LA SANTÉ)
et
DOMINIQUE**

Accord de base concernant un programme consultatif de coopération technique. Signé à Washington le 5 février 1982 et à Roseau le 2 avril 1982

Texte authentique: anglais.

Enregistré par l'Organisation mondiale de la santé le 26 juin 1982.

BASIC AGREEMENT¹ BETWEEN THE GOVERNMENT OF DOMINICA AND THE PAN AMERICAN HEALTH ORGANIZATION

The Government of Dominica (hereinafter referred to as “the Government”), and

The Pan American Health Organization (hereinafter referred to as “the Organization”), represented by the Pan American Sanitary Bureau, Regional Office of the World Health Organization;

Desiring to give effect to the resolutions of the Governing Bodies of the Organization relating to technical cooperation, and to reach mutual agreement concerning the responsibilities to be assumed and the services to be provided by the Government and the Organization, and to determine the privileges and immunities that the Government will grant the Organization in order to facilitate its functions;

Have agreed as follows:

Article I. DEFINITIONS

1. The “Organization” means the Pan American Health Organization, an Inter-American Specialized Agency comprising the Pan American Sanitary Bureau, the Pan American Sanitary Conference, the Directing Council and the Executive Committee of the Directing Council.

2. The term “the Governing Bodies” is understood to designate the Pan American Sanitary Conference and the Directing Council of the Pan American Health Organization.

3. The Governing Bodies and the Pan American Sanitary Bureau serve, respectively, as the Regional Committee and the Regional Office for the Americas of the World Health Organization, by agreement signed on 24 May 1949 between the Pan American Health Organization and the World Health Organization.²

4. The term “the Director” shall be understood as designating the Director of the Pan American Sanitary Bureau, who is concurrently the Regional Director of the World Health Organization in the Region of the Americas.

Article II. RELATIONS BETWEEN THE PARTIES

1. Relations between the Government and the Organization shall be subject to the terms established in this Basic Agreement, which will be applicable to all forms of technical cooperation between the Government and the Organization and to any other agreement or subsidiary arrangement relative to such cooperation.

2. The Organization shall be represented by a staff member designated by the Director to act as official Representative. This Representative shall be the principal channel of communications and relations between the Government and

¹ Came into force on 2 April 1982 by signature, in accordance with article VIII (1).

² United Nations, *Treaty Series*, vol. 32, p. 387.

the Organization. Requests for technical cooperation shall be presented by the Government to the Organization through this Representative.

3. Technical cooperation programs shall be consistent with the country's priorities and with the resolutions and decisions of the Governing Bodies of the Organization. The Government shall furnish to the Organization all information and appropriate conditions for the evaluation of requests for technical cooperation.

Article III. EXECUTION OF TECHNICAL COOPERATION PROGRAMS

1. The Government and the Organization, based on requests received from the Government and approved by the Organization, and subject to availability of funds, shall draw up mutually acceptable plans of work for carrying out technical cooperation programs.

2. The Organization's cooperation may consist in:

2.1 Making available technical advisory services to public or private national institutions.

2.2 Organizing and conducting seminars, training programs, expert working groups, and related activities in such places as may be mutually agreed.

2.3 Awarding scholarships and fellowships and making other arrangements under which candidates nominated by the Government and approved by the Organization may study or receive training abroad.

2.4 Preparing and carrying out pilot projects, tests, experiments and research in such places as may be mutually agreed.

2.5 Providing supplies and materials needed for the proper conduct of mutually agreed technical cooperation programs.

2.6 Furnishing authorized scientific and technical information.

2.7 Carrying out any other form of technical cooperation which may be agreed upon between the Government and the Organization.

3. Advisers who are to cooperate with the Government or with other parties shall be selected by the Organization in consultation with the appropriate national authorities.

3.1 These advisers shall be responsible to the Organization and function under its direction and supervision.

3.2 In the performance of their duties advisers shall act in direct consultation with the Government and with persons and bodies so authorized by the Government, and shall comply with the instructions of the Government as may be appropriate to the nature of their duties and to the cooperation involved, and as may be mutually agreed between the Government and the Organization.

3.3 In the performance of their duties, the advisers shall make every effort to transfer to the national personnel their knowledge, technologies and experience so as to train them in the professional methods, techniques and practices employed and in the principles on which they are based.

4. Any technical equipment, materials and supplies furnished by the Organization shall remain its property unless and until title thereto is transferred

in accordance with the current policies of the Governing Bodies of the Organization and as may be mutually agreed upon between the Government and the Organization.

5. The Government and the Organization shall consult mutually on the publication of findings and reports relating to technical cooperation programs which may be of use to other countries and to the Organization.

Article IV. FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. Subject to budgetary limitations, the Organization shall defray in full or in part, as may be mutually agreed, the technical cooperation costs payable outside the country, as follows:

- 1.1 The salaries and subsistence (including duty travel per diem) of the advisers.
- 1.2 The transportation costs of the advisers during their travel to and from the point of entry into the country, by the most direct and economical route.
- 1.3 The cost of other travel of the advisers outside the country.
- 1.4 The cost of insurance for the advisers.
- 1.5 The purchase and transportation to the point of entry into the country of any materials and supplies provided by the Organization.
- 1.6 Any other expenses approved by the Organization.

2. The Organization will defray in local currency any expenses not financed by the Government pursuant to Section 3, Article V of this Basic Agreement, and other services referred to in Section 2, Article III when so agreed between the Government and the Organization.

Article V. ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The implementation of technical cooperation programs shall be the responsibility of the Government, which shall do everything possible to ensure that such implementation proceeds efficiently and effectively.

2. The Government shall collaborate actively with the Organization in the acquisition and compilation of findings, statistical data and other information to enable the Organization to analyze and evaluate the results of the technical cooperation programs.

3. The Government shall help finance the cost of the technical cooperation by paying for, or directly furnishing, the following facilities and services.

- 3.1 The technical and administrative services of local personnel, including necessary local secretarial help, interpreters and translators, and related services.
- 3.2 Needed office space and other premises.
- 3.3 Equipment and supplies obtainable in the country.
- 3.4 Transportation of national personnel, supplies and equipment required for official purposes within the country.

3.5 Postage and telecommunications required for official purposes within the country.

4. The Government shall defray such part of the expenses as are to be paid outside the country and are not financed by the Organization, as may be mutually agreed between the Government and the Organization.

5. As appropriate, the Government shall place at the disposal of the Organization such personnel, equipment, supplies and other goods and services as may be needed for the performance of its work, as may be mutually agreed.

6. The Government will be responsible for dealing with any claims brought by third parties against the Organization and its advisers, agents and employees, and shall hold the Organization, its advisers, agents and employees harmless from any claims or liabilities arising out of operations under this Basic Agreement or other agreements or subsidiary arrangements, except when the Government and the Organization agree that such claims and liabilities arise from the gross negligence or willful misconduct of such advisers, agents and employees.

Article VI. EXEMPTIONS, PRIVILEGES AND IMMUNITIES

The Government shall grant to the Organization the following exemptions, privileges and immunities:

1. The Organization shall enjoy the legal capacity and the privileges and immunities required for the performance of its functions and accomplishment of its purposes as an international agency.

2. In the performance of its specific functions, the Organization and its Governing Bodies shall enjoy the independence and freedom of action that are proper to international agencies.

3. The Organization, and its goods, assets, premises and files, shall be immune from legal and administrative process, and exempt from all taxes and levies, whether national, regional or municipal, and may not be searched, embargoed or subject to any other executory measure save in particular cases in which this immunity is expressly waived by the Director.

4. The Organization shall be exempt from the charges, fees and rates for storage and port-handling services in connection with goods imported for its own use or for public institutions.

5. The Organization shall have the right to send and receive correspondence by mail and pouch, which shall enjoy the same privileges and immunities accorded to diplomatic mail and pouches.

6. The Government shall take all necessary measures to facilitate the entry, residence in the country and departure from it of persons having official business to transact with the Organization, as follows:

6.1 Staff members of the Organization.

6.2 Advisers of the Organization on mission in the country.

6.3 The members of the Governing Bodies of the Organization, regardless of the nature of the relations currently prevailing between their respective countries and Dominica.

- 6.4 Holders of fellowships and other persons selected in accordance with the regulations of the Organization to participate in international seminars and courses sponsored by the Organization in the country.
7. The Government shall recognize the United Nations “Laissez-Passer” issued to staff members of the Organization as a valid travel document.
8. The staff members of the Organization, including the advisers employed to fulfill this Basic Agreement and any other agreements or subsidiary arrangements, shall enjoy:
 - 8.1 Immunity from arrest and detention of their persons and from administrative and judicial process in respect of their official acts and of their oral and written statements made in the performance of their duties, even after those duties have come to an end.
 - 8.2 Inviolability of their luggage and documents and exemption from all taxes, levies, fees and charges on salaries, earnings and other emoluments received from the Organization.
9. The personnel of the Organization who are not nationals of Dominica:
 - 9.1 May import free of import and other duties and of the required customs formalities and charges, the luggage, effects and furniture brought with them for their residence in the country. This exemption shall also apply to the effects which arrive as unaccompanied baggage in one or more shipments, provided they enter the country within six months following the arrival of the staff member.
 - 9.2 Shall have the right to import duty-free one automobile or other vehicle for personal use and to transfer it under the conditions then prescribed in the country.
 - 9.3 Shall be exempt from compliance with the current provisions on military service in the country.
 - 9.4 May freely export the luggage, effects, furniture and vehicle of their property upon completion of their missions in the country and for up to three months following their final departure.
 - 9.5 Shall enjoy at times of national or international crisis, together with their spouses and children, repatriation facilities similar to those provided for the staff of diplomatic missions.
10. The Director and the Representative of the Organization, or their deputies in their absence, together with their spouses and minor children, shall enjoy the privileges, immunities, exemptions and facilities accorded to diplomatic envoys under international law.
11. The Representative of the Organization shall provide to the Government a list of the staff members of the Organization entitled to the immunities and privileges under this Basic Agreement.
12. The said privileges and immunities are accorded to staff members not for their personal benefit but in the interest of the Organization. The Director shall have the right and the obligation to waive the immunity of any officer whenever, in his judgment, such immunity impedes the course of justice and may be waived without impairment to the interests of the Organization.

13. The Organization shall cooperate at all times with the competent national authorities in the administration of justice, and shall prevent any abuse of the privileges, immunities and facilities granted in this Basic Agreement.

Article VII. ARBITRATION

1. Any controversy arising between the Government and the Organization on the interpretation or application of this Basic Agreement, or of any other agreement or subsidiary arrangement, which cannot be resolved by direct negotiation, shall be submitted to a panel of three referees, one of which shall be named by the Government, a second by the Organization, and a third, who shall serve as chairman of the panel, by the International Court of Justice, unless the contracting parties agree to resort to a procedure other than arbitration.

2. The contracting parties agree to accept the ruling of the arbitration panel as final.

Article VIII. FINAL PROVISIONS

1. This Basic Agreement shall enter into force upon signature by both parties.

2. This Basic Agreement may be modified by common consent of the Government and the Organization, and each party shall give full and sympathetic consideration to any request by the other party for such modification.

3. This Basic Agreement may be cancelled by either party upon written notice to the other party, and termination will take effect 60 (sixty) days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and the Organization, sign this Basic Agreement in duplicate.

For the Government of Dominica:

[Signed]

The Hon. EUGENIA CHARLES
Prime Minister

Place: Roseau, Commonwealth of Dominica

Date: 2nd April 1982

For the Pan American Health Organization:

[Signed]

HÉCTOR R. ACUÑA
Director, Pan American Sanitary Bureau

Place: Washington, D.C.

Date: 5 February 1982