

No. 21318

**WORLD HEALTH ORGANIZATION
and
CHINA**

**Basic Agreement for the establishment of technical advisory
co-operation. Signed at Beijing on 4 October 1982**

Authentic texts: English and Chinese.

Registered by the World Health Organization on 18 November 1982.

**ORGANISATION MONDIALE DE LA SANTÉ
et
CHINE**

**Accord de base pour l'établissement d'une coopération
technique de caractère consultatif. Signé à Beijing le
4 octobre 1982**

Textes authentiques : anglais et chinois.

Enregistré par l'Organisation mondiale de la santé le 18 novembre 1982.

BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE MINISTRY OF PUBLIC HEALTH OF THE PEOPLE'S REPUBLIC OF CHINA

The World Health Organization (hereinafter referred to as "the Organization") and

The Ministry of Public Health of the People's Republic of China (hereinafter referred to as "the Ministry"),

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 Ministry and the Organization respectively;

Declaring that they will strengthen their technical cooperation in health activities in a spirit of friendly cooperation in order to realize the goal of health for all by the year 2000 adopted by the World Health Organization as well as the realization of the goal of medical modernization adopted by the People's Republic of China;

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 Ministry shall cooperate in arranging, on the basis of the requests received from the Ministry 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 Ministry or with other parties in China;
- (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 research training grants and fellowships, sponsoring study tours or making other arrangements under which candidates nominated by the Ministry 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) Carrying out any other forms of technical advisory cooperation which may be agreed upon by the Organization and the Ministry.

¹ Came into force on 4 October 1982 by signature, in accordance with article VI (1).

4. (a) Advisers who are to render advice to and cooperate with the Ministry or with other parties shall be selected and recruited by the Organization in consultation with the Ministry. They shall be responsible to the Organization.

(b) In the performance of their duties, the advisers shall act in close consultation with the Ministry and with persons or bodies so authorized by the Ministry, and shall follow instructions from the Ministry as may be appropriate to the nature of their duties.

(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. The title of technical equipment or supplies which may be furnished by the Organization shall be transferred to the Ministry on their arrival in China in accordance with the policies determined by the Organization.

6. The Ministry 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 Ministry 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 MINISTRY IN TECHNICAL ADVISORY COOPERATION

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

2. The Ministry 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 Ministry, within the limits of China's legal framework, shall collaborate with the Organization in the furnishing and compilation of necessary 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 as well as between cities in China;
- (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 MINISTRY

1. The Ministry 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 national 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 Ministry 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 Ministry 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 Ministry shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities enjoyed by the United Nations¹ and by the various Specialized Agencies.²

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 People's Republic of China shall be afforded the treatment provided for under section 21 of the said Convention.

Article VI

1. The Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Organization and of the Ministry.

2. This Basic Agreement may be modified by agreement between the Organization and the Ministry, each of which shall give full and sympathetic consideration to any request by the other for such modification.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, 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.

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.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Ministry respectively, have, on behalf of the Parties, signed the present Agreement.

This Basic Agreement was signed in Beijing, the People's Republic of China, on 4 October 1982 in two copies, each copy is written in both Chinese and English, both language versions have the same validity.

For the Ministry of Public Health
of the People's Republic of China:

[Signed]

Dr. CUI YUELI
Minister of Public Health

For the World Health Organization:

[Signed]

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