

No. 21954

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

**Emergency Technical Co-operation Agreement in case of a
major natural disaster. Signed at Washington on 8 No-
vember 1982 and at Roseau on 26 April 1983**

Authentic text: English.

Registered by the World Health Organization on 24 June 1983.

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

**Accord de coopération technique de secours en cas de grave
catastrophe naturelle. Signé à Washington le 8 no-
vembre 1982 et à Roseau le 26 avril 1983**

Texte authentique : anglais.

Enregistré par l'Organisation mondiale de la santé le 24 juin 1983.

EMERGENCY TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE PAN AMERICAN HEALTH ORGANIZATION AND THE GOVERNMENT OF DOMINICA IN CASE OF A MAJOR NATURAL DISASTER

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

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

Hereby establish the bases for the provision of emergency technical cooperation
in case of a major natural disaster.

Article I. DEFINITIONS

1. The Pan American Sanitary Bureau (PASB) is the administrative organ of PAHO. By Agreement signed between PAHO and the World Health Organization (WHO) on 24 May 1949,² PASB serves also as the Regional Office of WHO for the Western Hemisphere.

2. “International personnel” means in this Agreement, all PAHO staff and all consultants appointed by PAHO to work in the emergency, as well as the staff of any other bilateral or multilateral international agency who cooperates in the emergency.

3. “Natural disaster” means any natural event causing damages and ecological disruption on a scale sufficient to warrant an emergency response from outside the affected community.

4. “A major natural disaster” is a natural event which causes great damages and calls for resources exceeding by large the capacity of the country. For instance, the earthquakes in Peru (1970), Nicaragua (1972), and Guatemala (1976); the hurricanes Fifi in Honduras (1974) and David in the Dominican Republic and Dominica (1979).

5. “Emergency technical cooperation” means in this Agreement all technical advisory services and other means of cooperation, provided by PAHO and by any other bilateral or multilateral international agency during the emergency period following a disaster. Normally, it shall be extended for no more than four weeks following the impact.

Article II. FRAME OF REFERENCE

The following documents shall serve as frame of reference for the provision of the emergency technical cooperation:

1. The Basic Agreement signed between the Government and PAHO on 2 April 1982.³
2. Resolution XL, “Emergency Preparedness Program”, approved on 2 October 1980 at the sixteenth plenary session of the XXVII Meeting of the Directing Council of PAHO.

¹ Came into force on 26 April 1983 by signature, in accordance with article X (1).

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

³ *Ibid.*, vol. 1281, No. 1-21121.

Article III. OBJECTIVES

The objectives of the emergency technical cooperation include:

- Assessment of health needs and determination of priorities;
- Formulation of emergency projects and coordination with prospective sources of assistance;
- Surveillance of communicable diseases and outbreak prevention;
- Inventory and distribution of relief supplies;
- Survey of water supply systems and other sanitary services;
- Survey of damages to existing health facilities.

Article IV. PROVISION OF EMERGENCY TECHNICAL COOPERATION

1. Emergency technical cooperation shall be provided by a small multidisciplinary team of international personnel, constituted by PAHO immediately after notice that a major natural disaster has stricken Dominica. Actual composition of the team shall depend on the:

- Estimated magnitude of the disaster compared to the human and material resources in the country;
- Importance, qualifications and disaster experience of the PAHO staff in duty in the country at the time of the disaster;
- Availability of the appropriate experts (staff members or consultants from countries exposed to similar risks) for temporary assignment to the disaster area.

2. The team shall normally be mobilized in a given situation with the authorization of the Government, except in case of disruption of telecommunications between Dominica and PAHO. In such an eventuality, PAHO shall have the authority to temporarily transfer staff on duty station in other countries, or appoint consultants to travel without delay to Dominica. International personnel sent by PAHO under these circumstances shall report upon arrival to the designated national authorities.

Article V. ADMINISTRATIVE PROVISIONS

1. Emergency relief activities shall be executed under the responsibility of the Government, with the advice and emergency technical cooperation of PAHO in health related matters.

2. PAHO's Caribbean Program Coordinator in Barbados shall be the official channel of communications between PAHO and the Government at country level.

3. PAHO's office for Emergency Preparedness and Disaster Relief Coordination shall be responsible for the mobilization and coordination of the emergency technical cooperation covered by this Agreement.

4. The international personnel appointed by PAHO shall be under its supervision and shall be responsible only to this Organization. When deemed appropriate by PAHO, this international personnel may be placed under the operational direction of the Coordinator of the United Nations Disaster Relief Office (UNDRO).

Article VI. FINANCING

1. The extent of emergency technical cooperation shall be contingent on availability of PAHO resources at the time of a particular natural disaster.

2. PAHO may seek and accept extrabudgetary resources, funds, or services such as transportation or telecommunication facilities from other agencies or Member Countries, in order to provide the necessary emergency technical cooperation.

Article VII. COMMITMENTS OF PAHO

PAHO, subject to its administrative and financial regulations, agrees to the following:

1. *Personnel*

The staff of PAHO and, when appropriate and possible, consultants appointed for the emergency, shall provide technical advice and guidance, in accordance with Article IV, paragraph 2.

2. *Supplies and Equipment*

2.1 Equipment, supplies and printed material may be provided by PAHO to facilitate operations of the emergency technical cooperation team.

2.2 Title to any non-expendable supplies and equipment which may be furnished by PAHO for the duration of the emergency technical cooperation shall be retained by PAHO.

2.3 Donation of medical supplies, equipment, etc., for general relief purposes is not covered by this agreement.

Article VIII. COMMITMENTS OF THE GOVERNMENT

The Government agrees to the following:

1. *Personnel*

The Government shall designate, upon signature of this Agreement, a counterpart official responsible for coordinating with PAHO all health-related emergency relief activities in the country.

2. *Supplies and Equipment*

The Government shall grant exemption from customs duties for any health supplies and equipment sent to the country by PAHO or other international agencies, and shall provide, subject to availability, all necessary facilities for the receipt, warehousing, and transportation within the country of such supplies and equipment.

3. *Facilities for International Personnel*

Subject to availability, the Government shall provide for the international personnel assigned to the emergency, the necessary facilities for the fulfillment of their mission, including: office accommodation, secretarial assistance, transportation within the country, access to telecommunication facilities, temporary visas at the port of entry to prevent travel delays, identification documents to circulate in the emergency zone and other facilities, as required and compatible with the emergency situation.

4. *Information*

The Government shall keep PAHO informed on matters which may affect the provision of emergency technical cooperation.

5. *Third Party Liability*

5.1 The Government shall be responsible for dealing with any claims which may be brought by third parties against PAHO, its advisers, agents and employees, and shall not hold PAHO responsible, nor 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 parties that such claims or liabilities arise from the gross negligence or willful misconduct of such advisers, agents or employees.

5.2 Without prejudice to the generality of the foregoing, the Government shall insure or indemnify PAHO for any liability under the laws of the country, in respect of vehicles provided on loan for the emergency.

Article IX. EVALUATION

1. The Government and PAHO jointly assume responsibility for the evaluation of the emergency technical cooperation.

2. Evaluation facilities shall be made available by the Government to PAHO, including access to statistical and other records, assistance from statistical and other governmental services, and use of their premises for this purpose.

3. The Government shall encourage national or regional scientific institutions to cooperate in the evaluation of emergency operations in general, and PAHO emergency technical cooperation in particular.

4. The Government and PAHO shall consult each other regarding the publication, both national and international, of findings and reports compiled in connection with the emergency.

Article X. FINAL PROVISIONS

1. This Agreement shall come into effect upon signature by both parties.

2. This Agreement may be modified by mutual consent of the parties.

3. This Agreement may be terminated unilaterally by either party, by written notice to the other party. Termination shall take effect 30 (thirty) days after receipt of such notice.

4. PAHO shall not be held responsible if prevented from fulfilling its commitments, in whole or in part, due to war, civil disturbances, and any other cause beyond the control of PAHO.

IN WITNESS WHEREOF, the officials designated below, being duly authorized to that effect, sign this Agreement in duplicate.

On behalf of the Government of Dominica:

[Signed]

CHARLES A. MAYNARD

Minister of Education and Health

Place: Ministry of Education and
Health, Roseau, Dominica

Date: 26/4/83

On behalf of the Pan American Health Organization:

[Signed]

HÉCTOR R. ACUÑA

Director, Pan American Sanitary Bureau

Place: Washington, D.C.

Date: 8/XI/82