

No. 24330

MULTILATERAL

Onchocerciasis Fund Agreement 1979 (with memorandum of agreement). Signed at Washington on 19 September 1979

Authentic texts: English and French.

Registered ex officio on 1 September 1986.

MULTILATÉRAL

Accord relatif au Fonds pour l'Onchocercose 1979 (avec protocole d'accord). Signé à Washington le 19 septembre 1979

Textes authentiques : anglais et français.

Enregistré d'office le 1^{er} septembre 1986.

ONCHOCERCIASIS FUND AGREEMENT¹ 1979

AGREEMENT between the GOVERNMENTS OF THE KINGDOM OF BELGIUM, THE REPUBLIC OF FRANCE, THE FEDERAL REPUBLIC OF GERMANY, JAPAN, KUWAIT, THE KINGDOM OF THE NETHERLANDS, THE SWISS CONFEDERATION, [and] THE UNITED STATES OF AMERICA, the AFRICAN DEVELOPMENT BANK (AFDB), the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank), the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association), the SPECIAL FUND OF THE ORGANIZATION OF PETROLEUM EXPORTING COUNTRIES (OPEC Special Fund), the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) and the WORLD HEALTH ORGANIZATION (WHO).

Whereas (A) the Onchocerciasis Fund Agreement of 7 May 1975,² regarding the Programme for Onchocerciasis Control in the Volta River Basin Area (hereinafter called the Programme) terminates at the end of the first stage of the Programme on 31 December 1979;

(B) The institutional and operational arrangements applicable to the Programme as of 1 January 1980 are described in the Memorandum of Agreement on the Onchocerciasis Control Programme (hereinafter called the Memorandum of Agreement)(*) the provisions of which are incorporated into this Agreement with the same force and effect as if they were fully set forth herein;

(C) The objectives and plan of action for the years 1980-1985 of the Programme (hereinafter called the second stage of the Programme) are summarized in the Appendix II to the Memorandum of Agreement;

(D) The Governments Parties to this Agreement, the Bank and/or the Association and the UNDP have agreed to assist in the financing of the cost of the second stage of the Programme, at present evaluated at about one hundred thirty-three million dollars; and

(E) WHO has agreed to continue to serve as Executing Agency for the Programme and in that capacity to carry out the functions described in the Memorandum of Agreement;

Now, therefore, the Parties hereto agree as follows:

(*) The text of the Memorandum of Agreement is attached.

¹ Came into force on 1 January 1980 for the following States and organizations which had signed it definitively, in accordance with section 8.01:

<i>State or organization</i>	<i>Date of definitive signature</i>
African Development Bank	3 October 1979
Belgium	19 September 1979
France	19 September 1979
International Bank for Reconstruction and Development	19 September 1979
International Development Association	19 September 1979
Japan	21 September 1979
Kuwait	19 September 1979
Organization of Petroleum Exporting Countries Special Fund	5 October 1979
Switzerland	20 September 1979
United Nations	19 September 1979
(United Nations Development Programme)	
United States of America	19 September 1979
World Health Organization	19 September 1979

² See p. 35 of this volume.

Article I. DEFINITIONS

Section 1.01. The following terms wherever used in this Agreement have the following meaning:

(1) "Contributing Parties" are those Parties which agree to make contributions to the Phase II Fund pursuant to this Agreement and accept to be bound by it.

(2) "JPC" is the Joint Programme Committee described in the Memorandum of Agreement.

(3) "CSA" is the Committee of Sponsoring Agencies described in the Memorandum of Agreement.

(4) "Phase I Fund" means the Fund established under the Onchocerciasis Fund Agreement of May 7, 1975.

(5) "Phase II Fund" means the Fund established under this Agreement.

Article II. ONCHOCERCIASIS FUND

Section 2.01. The Phase I Fund shall be closed upon the entry into force of this Agreement. Any monies contributed to the Phase I Fund and remaining undischarged shall be credited to the Phase II Fund together with any other assets or receipts of the Phase I Fund. The Phase II Fund shall be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

Section 2.02. The Phase II Fund and its assets and accounts shall be kept separate and apart from all other accounts and assets of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

Section 2.03. The Bank shall exercise the same care in the administration and management of the Phase II Fund and in the discharge of its other functions under this Agreement as it exercises in respect of the administration and management of its own affairs.

Article III. CONTRIBUTIONS TO THE PHASE II FUND; DISBURSEMENTS FROM THE PHASE II FUND; ANNUAL REPORT

Section 3.01. The Contributing Parties undertake, subject to the conditions set forth in this Agreement, to assist in the financing of the cost of the second stage of the Programme. The following contributions have been announced:

(a) The AFDB has agreed to contribute to the Phase II Fund one million eight hundred thousand (1,800,000) of its units of account.

(b) The United States, subject to legislative approval or other action, will contribute to the Phase II Fund for the year 1980 at least two million dollars (\$2,000,000), and will sympathetically consider making additional contributions in later years.

(c) The Kingdom of the Netherlands has undertaken, subject to parliamentary approval, to make a total contribution to the Phase II Fund in the amount of twenty-seven million Dutch guilders (f.27,000,000) to meet the cost of expenditure for the carrying out of the second stage of the Programme.

(d) Subject to the approval of the Executive Directors of the Bank and/or the Association, the President of the Bank and the Association has undertaken that the

Bank and/or the Association will make a total contribution to the Phase II Fund of up to twelve million United States dollars (US\$12,000,000).

(e) Kuwait has undertaken to make a contribution to the Phase II Fund in the amount of six million United States dollars (US\$6,000,000).

(f) The Republic of France has indicated that it is in a position to make a total contribution to the Phase II Fund of thirty million French Francs (FF30,000,000), in annual contributions of five million French Francs (FF5,000,000) subject to the approval of the Comité Directeur of the Fonds d'Aide et de Coopération.

(g) The Federal Republic of Germany will contribute to the Phase II Fund the following amounts in the years specified below, namely:

- 1980: DM2,000,000,
- 1981: DM4,000,000,

and will subsequently consider the overall amount of contributions for the second stage of the Programme.

(h) The UNDP will contribute to the Phase II Fund the following amounts in the years specified below:

- 1980: US\$700,000,
- 1981: US\$700,000,

and will sympathetically consider making additional contributions in later years.

(i) Subject to legislative approval, Belgium will contribute to the Phase II Fund, 22 million Belgian francs (BF22,000,000) for 1980 and as determined on an annual basis thereafter.

(j) The Swiss Confederation will contribute to the Phase II Fund 12 million Swiss francs (SF12,000,000) for the second stage of the Programme.

(k) Subject to legislative approval and other action, Japan will contribute one million six hundred thousand United States dollars (US\$1,600,000) to the Phase II Fund for 1980 and intends further to continue its cooperation with the Programme for the period 1981-1985.

(l) The OPEC Special Fund has approved the allocation of two million United States dollars (US\$2,000,000) to support the second stage of the Programme; the funds are designated to be allocated over a four-year period (1980-83) in four equal installments.

Section 3.02. (a) At the time of the annual meeting of the JPC or as soon as possible thereafter, an understanding shall be reached between the Bank and each Contributing Party on the amount, if any, expected to be contributed by it during the following year and on the time or times at which payment should be made, such understanding to be subject, as necessary, to the approval of the appropriate legislative authorities.

(b) The Bank may include in its estimates of the amounts required to be paid in any year pursuant to this Section such sums as it shall consider necessary or desirable to establish and maintain a reasonable reserve against an excess of actual expenditures over the estimates of such expenditures.

Section 3.03. The Contributing Parties agree to accept the Bank's decisions as to the estimated requirements of the Phase II Fund, and of the reserve required, for the purposes of this Agreement.

Section 3.04. The Bank shall within 90 days after December 31, 1980, and each December 31 thereafter send to each of the Contributing Parties and to the CSA a

statement of contributions to, receipts of, and disbursements from the Phase II Fund. The Bank shall, as soon as possible thereafter, send to such Contributing Parties and to the CSA a supplementary statement certified by the Bank's external auditors. The cost of such a statement shall be charged by the Bank to the Phase II Fund as an operating expense.

Section 3.05. The Bank shall pay to, or on the order of, WHO out of the monies of the Phase II Fund amounts for payment to be made by WHO for the Programme in accordance with the provisions of this Agreement.

Section 3.06. When WHO shall desire to withdraw any amount from the Phase II Fund, WHO shall deliver to the Bank a written application therefor. Except as the Bank and WHO shall otherwise agree, any such application shall be submitted on a quarterly basis on account of estimated payments to be made during the following quarter.

Article IV. UNDERTAKINGS OF WHO

Section 4.01. (a) Amounts disbursed from the Phase II Fund shall be used by WHO exclusively to finance the cost of goods and services required to carry out the second stage of the Programme.

(b) WHO shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the monies disbursed from the Phase II Fund.

Section 4.02. WHO shall not, in respect of any year of the second stage of the Programme, incur obligations against the Phase II Fund in excess of the amount of funds committed to such Fund.

Section 4.03. (a) WHO shall submit to the CSA (i) an annual report containing appropriate information concerning the progress made in carrying out the second stage of the Programme and (ii) an estimated budget for the following financial period.

(b) The CSA will review those documents in time to allow their distribution to all members of the JPC not less than 30 days before the date of the meeting of the JPC at which they will be considered.

Article V. CONSULTATION AND TERMINATION

Section 5.01. In the event that WHO and/or the Bank shall have determined that circumstances have arisen which lead either Party to conclude that it should no longer carry out its obligations hereunder:

(a) WHO and/or the Bank shall promptly notify each other and the Contributing Parties, and the Bank may by notice to said Contributing Parties and WHO suspend disbursements from the Phase II Fund in whole or in part, provided, however, that such suspension, if any, shall not apply to amounts relating to obligations theretofore incurred by WHO for the Programme.

(b) WHO and the Bank shall forthwith consult with the Contributing Parties concerning measures to be taken to correct the situation. If, after such consultation, WHO and/or the Bank shall decide that the situation is not likely to be corrected, WHO and/or the Bank shall so notify the Contributing Parties. Upon such notification, the obligations of WHO and the Bank under this Agreement shall cease, except to the extent that there would remain in the Phase II Fund amounts contributed to such Fund and such amounts would be needed by WHO to make payments on ac-

count of obligations theretofore incurred by WHO for the Programme. To the extent that such amounts would not be needed by WHO, the Bank shall transfer them to the Contributing Parties in proportion to their respective contributions.

Section 5.02. Without limitations upon the provisions of Section 5.01, this Agreement shall terminate upon completion of the second stage of the Programme or upon disbursement from the Phase II Fund of all amounts required to meet payments to be made by WHO for the second stage of the Programme, whichever shall come later.

Article VI. ADDITIONAL PARTIES AND CONTRIBUTIONS

Section 6.01. Any government, institution or entity not a Party to this Agreement may, in accordance with such arrangements as shall be agreed with the Bank, become a Contributing Party and shall be bound by this Agreement on the date specified in such arrangements. The Bank shall promptly after such date notify the other Contributing Parties and WHO.

Section 6.02. The Bank may receive on behalf of the Phase II Fund from any government, institution or entity, not wishing to become a Contributing Party, amounts not provided for herein to be held and used as part of the Phase II Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Bank may approve.

Article VII. NOTICES AND REQUESTS

Section 7.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing.

Section 7.02. The following addresses are specified for the purposes of Section 7.01:

For the Governments of:

Kingdom of Belgium:

Administration Générale de la Coopération au Développement
Pl. du Champ de Mars 5
1050 Bruxelles, Belgium
Cable address: AGDC BELEXT BRUXELLES

Republic of France:

Fonds d'Aide et de Coopération
Ministère de la Coopération
20, rue Monsieur
75700 Paris, France
Cable address: MINDELCOOP

Federal Republic of Germany:

Bundesministerium für Wirtschaftliche Zusammenarbeit
D.O. 53 Bonn 12, Postfach 120322
Federal Republic of Germany
Cable address: BMZ

Japan:

Ministry of Foreign Affairs
Tokyo, Japan
Cable address: GAIMUDAIJIN

Kuwait:

Kuwait Fund for Arab Economic Development
P.O. Box 2921
Kuwait
Cable address: ALSUNDUK

Kingdom of the Netherlands:

Ministry of Foreign Affairs
Plein 23
The Hague, Netherlands

Swiss Confederation:

Department of Foreign Affairs
Direction de la Coopération au Développement et de l'Aide Humanitaire
Eigerstrasse 73
3003 Bern, Switzerland
Cable address: DDA/AFFETRA

United States of America:

United States Agency for International Development
State Department
320 21st Street, N.W.
Washington, D.C. 20523
United States of America
Cable address: USAID

For the following organizations:

African Development Bank
P.O. Box 1387
Abidjan, Ivory Coast
Cable address: AFDEV

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Cable address: INTBAFRAD

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Cable address: INDEVAS

The OPEC Special Fund (acting on behalf of OPEC Member Countries)
Box 995
1011 Vienna 1, Austria
Cable address: OPECFUND

United Nations Development Programme
866 United Nations Plaza
New York, New York 10017
United States of America
Cable address: UNDEVPRO

World Health Organization
1211 Geneva 27
Switzerland
Cable address: UNISANTE

Article VIII. ENTRY INTO FORCE

Section 8.01. This Agreement shall enter into force on January 1, 1980, or when it shall have been signed without reservation as to acceptance by not less than six of the Parties named in the Preamble to this Agreement, whichever is the later. The Bank shall, on such date, notify all the Parties named in the Preamble.

DONE at Washington, D.C., in two original copies, one in the English language and the other in the French language, both texts being equally authentic, to be deposited in the archives of the International Bank for Reconstruction and Development, which shall communicate certified copies thereof to each of the Parties signatory to this Agreement.

Kingdom of Belgium:

COUNT E. DE LA BARRE D'ERQUELINNES
Authorized Representative

Republic of France:

H.E. F. DE LABOULAYE
Authorized Representative

Federal Republic of Germany:

(With reservation as to the acceptance)
H.E. B. VON STADEN
Authorized Representative

Japan:

FUMIHIKO TOGO
Authorized Representative

Kuwait:

H.E. K. JAFFAR
Authorized Representative

Kingdom of the Netherlands:

(With reservation as to the acceptance)
E. TYDEMAN
Authorized Representative

Swiss Confederation:

RAYMOND PROBST
Authorized Representative

United States of America:

G. T. BUTCHER
Authorized Representative

African Development Bank:

G. E. GONDWE
Authorized Representative

International Bank for Reconstruction and Development:

R. CHAUFURNIER
Authorized Representative

International Development Association:

R. CHAUFURNIER
Authorized Representative

The OPEC Special Fund (acting on behalf of OPEC Member Countries):

Dr. IBRAHIM F. I. SHIHATA
Authorized Representative

United Nations Development Programme:

C. L. PERRY
Authorized Representative

World Health Organization:

Dr. H. ACUNA
Authorized Representative

MEMORANDUM OF AGREEMENT ON THE ONCHOCERCIASIS CONTROL PROGRAMME

This Memorandum of Agreement which describes the institutional and operational arrangements for the Onchocerciasis Control Programme in the Volta River Basin Area (hereinafter called “the Programme”) was approved by the Participating Governments and signed by them. It takes effect as of 1 January 1980, upon the termination on 31 December 1979 of both the Agreement Governing the Operations of the Onchocerciasis Control Programme in the Volta River Basin Area concluded on 1 November 1973¹ and the Memorandum of Understanding dated 11 February 1975.

PART I. GENERAL PROVISIONS

1. The Programme initiated on 1 January 1974 is a collaborative undertaking of (i) Governments of West Africa in the Programme Area (hereinafter referred to as “Participating Governments”), (ii) the Governments and Organizations contributing to the Onchocerciasis Fund and bound by the Onchocerciasis Fund Agreement (hereinafter referred to as “Contributing Parties”) and (iii) UNDP, FAO, the World Bank and WHO (hereinafter referred to as “Sponsoring Agencies”).

2. Participating Governments undertake to provide the Programme with full support, to honour the commitments laid down in Appendix I below, to consolidate and maintain its achievement in the public health and socio-economic development sectors.

3. WHO is the Executing Agency for the Programme and the World Bank undertakes to use its best efforts to mobilize international resources for the Programme of which the objectives and plan of action are described in Appendix II. UNDP and FAO, in association with the World Bank, shall assist with economic development of the areas controlled.

4. The Programme area is that delineated on the map attached as Appendix III. Should the Programme area be extended on approval of the Joint Programme Committee, the new limits shall be defined on a revised map.

PART II. INSTITUTIONAL PROVISIONS

The arrangements set forth below and as outlined in the organizational chart attached as Appendix IV shall form the basis for the management of the Programme.

¹ United Nations, *Treaty Series*, vol. 1126, p. 197.

1. *Joint Programme Committee (JPC)*

1.1. The JPC, consisting of representatives of the Participating Governments, of all Contributing Parties and of the four Sponsoring Agencies shall have the following functions, namely to:

- (i) Exercise general supervision over the policies to be adopted in the planning of the Programme and over its execution, and to that effect keep itself abreast of all aspects of the development of the Programme and consider reports submitted to it by the Committee of Sponsoring Agencies;
- (ii) Approve the proposed plan of action and the budget for the coming financial period of the Programme prepared by WHO and the estimate prepared by the Bank of contributions and disbursements to be made to, and from, the Fund in that period;
- (iii) Approve any modification of the Programme area; and
- (iv) Consider such other matters relating to the carrying out and the financing of the Programme as may be referred to it by any member thereof.

1.2. (i) The JPC shall meet once a year or at any time during the year if so requested by not less than half of the Contributing Parties or half of the Participating Governments.

(ii) The JPC shall reach its conclusions by consensus.

1.3. The JPC shall be presided over by a Chairman selected from the Committee at the beginning of its annual session. His tenure of office shall continue until the election of his successor at the subsequent annual session of the JPC. The Chairman shall undertake such additional duties as he may be requested to perform by the JPC.

1.4. Each member of the JPC shall make arrangements to cover the expenses incurred by its representatives in attending meetings of the JPC.

1.5. WHO shall provide the secretariat of the JPC.

2. *The Committee of Sponsoring Agencies (CSA)*

2.1. This Committee, composed of the representatives of the four Sponsoring Agencies, is an organ of preparation and execution.

2.2. Its duties shall be *inter alia* to:

- (i) Review the work plans and budgets prepared by the Executing Agency;
- (ii) Take cognizance of the reports submitted by the Expert Advisory Committee (EAC) described below as well as reports by any of the Sponsoring Agencies, make the necessary observations thereon and transmit these with comments as appropriate to the JPC not less than thirty days before the latter's annual meeting;
- (iii) Study particular aspects of the Programme which may be referred to it by the JPC or any of the Sponsoring Agencies.

2.3. (i) The Committee shall meet at least twice a year. It may also be convened at the request of any of its members.

(ii) The Committee shall take its decisions by consensus.

(iii) Each Sponsoring Agency shall bear the cost of expenses incurred by its representative to the Committee in attending meetings of the Committee.

3. *Executing Agency*

WHO, as the Executing Agency, shall appoint the Programme Director, shall assign other international staff and other personnel to the Programme as specified in the plans of action, shall provide the Programme with permanent technical and administrative assistance, and shall be responsible for the work plans and budgets and for the implementation of the Programme as approved by the CSA and the JPC.

4. *Expert Advisory Committee (EAC)*

4.1. To provide the JPC with independent advice on matters related to the Programme, the CSA shall appoint an Expert Advisory Committee:

(i) The EAC shall review the scientific, technical, ecological and economic development aspects of the Programme and shall recommend such measures as may be necessary to maintain or improve the efficiency of the operations.

(ii) The EAC shall comprise not more than twelve members covering the broad range of disciplines connected with the Programme, due regard being paid to the concerns of the JPC.

(iii) The EAC shall have attached to it a permanent Ecological Group composed of not more than five members, of which one shall be a member of EAC, which shall study the ecological impact on the environment of the use of insecticides in the Programme. This Ecological Group shall propose to the JPC through the EAC such measures as may be needed to supplement the ecological studies undertaken under the Programme and shall make recommendations to ensure effective protection of the environment.

(iv) The EAC may, as necessary, recommend that working groups be created on a temporary basis to deal with such specific subjects as itself, the JPC, or any of the Sponsoring Agencies may suggest. Each working group shall be composed as required of experts appointed by the appropriate agency in the field concerned, and, include, if possible, one member of the EAC. Each working group shall be established on an *ad hoc* basis, generally meet only once, and submit its report to the EAC.

(v) After reviewing all technical, scientific and economic development aspects of the Programme, the report of the Ecological Group, the reports of temporary working groups and the reports of field missions undertaken by any of its members, the EAC shall prepare a report containing its findings and recommendations. The report shall be submitted initially to WHO which shall forward it with its comments thereon to the CSA. The CSA shall transmit the report, with its observations, to the JPC. The report of the Ecological Group shall be annexed to this report.

4.2. (i) The Members of the EAC and of the Ecological Groups shall serve for a period of two years without prejudice to reappointment. Members of other working groups shall be appointed on an *ad hoc* basis for the duration of the group's functions.

(ii) The EAC and the Ecological Group shall meet independently at least once a year; each shall elect a chairman from its members serving for a period of one year subject to re-election for another term not exceeding one year.

(iii) The Chairman of the EAC, or in his absence a member deputed to act for him, shall attend meetings of the JPC.

(iv) WHO shall provide the secretariat of the EAC.

(v) Costs related to the EAC shall be borne by the Fund.

5. *National Onchocerciasis Committees (NOC)*

The major coordinating element at government level shall be the NOC set up by each of the Participating Governments.

Each Committee, comprising qualified representatives of the main national services concerned, shall be invested with authority enabling it to act at the highest level and to command appropriate resources for:

- (a) Coordinating the action of all national services involved in the Programme and in the subsequent economic development projects;
- (b) Preparing and organizing a large-scale campaign to inform the population of the existence, methods and aims of the Programme;
- (c) Preparing the legislation and regulations required for the smooth running of the Programme, settlement, plans, and the economic development projects;
- (d) Encouraging studies in preparation for the development of the reclaimed areas;
- (e) Taking all appropriate measures to ensure that the results achieved at the end of the Programme are maintained;
- (f) Taking appropriate action to ensure that financial commitments of the Governments are honoured;
- (g) Ensuring liaison between the Government and Programme headquarters;
- (h) Providing liaison with the NOCs of the other countries concerned.

The Programme Director shall be closely associated with the coordination of the work of the different NOCs. The local representatives of the Sponsoring Agencies may be associated with the work of the respective NOCs in an advisory capacity.

For the World Health Organization:

For the Government of:

APPENDIX I. OPERATIONAL FACILITIES IN THE PROGRAMME AREA

1. *Legal arrangements*

Legal arrangements to cover the operations undertaken under the Programme shall be governed by the provisions of the respective standard and basic agreements concluded between each of the Sponsoring Agencies and the Participating Governments.

Without restricting their generality, these agreements shall cover the privileges and immunities of the agencies sponsoring the Programme, their staff, employees and sub-contractors when engaged in operations provided for in the Programme, and responsibility for loss, damage or injuries resulting from operations carried out under the Programme.

Nationals and permanent residents of the Participating Countries appointed by the Executing Agency to serve on the staff of the Programme shall be employed in accordance with the Staff Regulations and Rules of the World Health Organization.

2. *Sub-contractors and their personnel*

Sub-contractors of the Executing Agency or of any other Sponsoring Agency and their staff (except for nationals of the countries concerned employed on a local basis):

- (a) Shall be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the Programme;

- (b) Shall be immune from national service obligations;
- (c) Shall be immune together with their spouses and relatives dependent on them from immigration restrictions;
- (d) Shall be accorded the privilege of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or, in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the Programme;
- (e) Shall be accorded together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crises as diplomatic envoys.

All personnel of the Executing Agency's contractors shall enjoy inviolability for all papers and documents relating to the project.

The Participating Governments shall either exempt from, or bear the cost of, any taxes, duties, fees or levies which they may impose on any foreign firm or organization which may be retained by the Executing Agency and on the foreign personnel of any such firm or organization in respect of:

- (a) The salaries or wages earned by such personnel in the execution of the Programme;
- (b) Any equipment, materials and supplies brought into the country for the purposes of the Programme or which, after having been brought into the country, may be subsequently withdrawn therefrom;
- (c) Any substantial quantities of equipment, materials and supplies obtained locally for the execution of the Programme, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b) above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed shall be agreed upon with the Participating Governments and, as appropriate, recorded in the annual and general plans of action; and
- (d) As in the case of concessions currently granted to the personnel of the Sponsoring Agencies, any property brought, including one privately owned automobile per employee, by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.

The privileges and immunities to which such firm or organization and its personnel may be entitled, referred to in the paragraphs above, may be waived by the Executing Agency where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Programme or to the interest of the Executing Agency.

The Executing Agency shall provide the Participating Governments with the list of personnel to whom the privileges and immunities enumerated above shall apply.

3. *Customs and tax exemption*

The Participating Governments shall waive or defray any customs duties and other charges related to the clearance of the equipment and supplies including spare parts, fuel, lubricants, insecticides, [etc.,] imported for the purposes of the Programme.

4. *Documentation, technical information and reports*

Subject to security regulations in force, the Participating Governments shall provide access to all technical reports, maps, files and other items of information, whether published or not, that may be regarded as necessary for the execution of the Programme.

The Participating Governments shall provide the Programme free of charge, by the swiftest means, with the meteorological and hydrological information needed for the proper execution of the operations.

5. *Overflight and landing rights*

Each Participating Government shall take the necessary steps to facilitate the crossing of borders by the Programme's aircraft on flights from or to adjacent countries, it being understood that full flight plan information shall be made available by the Programme to the National Civil Aviation Authorities involved. Similarly, the crossing of borders by ground teams shall be facilitated by each Participating Government.

6. *Assistance from aviation services*

The Participating Governments shall make the necessary arrangements to ensure that the aircraft used by the Programme can receive assistance from the national civil (and possibly military) aviation services and use the corresponding infrastructure free of charge.

7. *Telecommunication network*

The Participating Governments agree that an intercountry telecommunications network for the Programme may be established by the Executing Agency as Operating Agency for this purpose. The Governments, having reached agreement on the frequencies that may be allocated to the Programme for this network, shall authorize the Executing Agency to use them continuously for technical requirements within the Programme area free of charge.

8. *Sites and constructions*

The Participating Governments shall make available to the Programme, for the whole period of its execution, the land needed for constructions required by the Programme, where such constructions do not exist and cannot be provided by the national authorities.

9. *Water, electricity, postal services and telecommunications*

The Participating Governments shall ensure that the headquarters, sectors and subsectors of the Programme are supplied where available with water and electricity and with telephone and telegraph services within their territories.

10. *Disposition of equipment and supplies*

All material, equipment and supplies which are purchased from the resources of the Programme shall be used exclusively for the execution of the project, and shall remain the property of the Programme in whose name it shall be held by the Executing Agency.

Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the lifetime of the Programme, without prejudice to the final transfer.

Prior to the completion of the Programme, the Participating Governments and the Executing Agency shall consult as to the disposition of all project equipment provided by the Programme. Title to such equipment shall normally be transferred to the Participating Governments or to entities nominated by them, when it is required for continued operation of the Programme or for activities following directly therefrom. The Executing Agency may, however, at its discretion, retain title to part or all of such equipment.

11. *Contributions of the Participating Governments*

The specific contributions of each Participating Government, in cash and/or in kind, are fixed in special protocols covering operations in each country which have been concluded between the Government and the Executing Agency.

APPENDIX II. PROGRAMME OBJECTIVES AND PLAN OF ACTION
FOR THE PHASE 1980-85

The objective of the Onchocerciasis Control Programme planned for a period of twenty years is to reduce the impact of onchocerciasis to a sufficiently low level so that it no longer represents either a public health problem or an obstacle to socio-economic development and also to maintain and adjust control activities so as to stabilize the disease at a tolerable level.

To attain this objective the Programme shall continue to pursue a series of activities initiated and developed during the first stage, 1974-1979. These are as follows:

- Organization of aerial larvicide operations;
- Carrying out entomological surveillance of the treated areas;
- Evaluation of the operations by regular epidemiological investigations;
- Permanent monitoring of the long-term safety of the larvicide treatment for the environment;
- Study and encouragement of economic development projects in the area.

A supporting programme of intensive entomological and medical research shall be undertaken in collaboration with the WHO Special Programme for Research and Training in Tropical Diseases. Particular emphasis shall be given to finding suitable chemotherapy for mass application to reduce the reservoir of the disease and to developing appropriate alternative technologies for vector control. New methodologies found suitable shall be introduced progressively and systematically to the operations.

The Programme shall also arrange for the training of national personnel in various disciplines to prepare for the progressive transfer to and continuation of the Programme by the Participating Governments. To this end the Programme should encourage the Governments to plan and encourage a health infrastructure as part of their national primary health programmes within the area covered by the Programme.

APPENDIX III. PROGRAMME AREA AS OF 1 JANUARY 1978¹

¹ For the map of the Programme Area as of 1 January 1978, see the insert in a pocket at the end of this volume.

APPENDIX IV. ORGANIZATIONAL CHART

ONCHOCERCIASIS CONTROL PROGRAMME IN THE VOLTA RIVER BASIN AREA

