



Treaty Series No. 62 (1990)

Onchocerciasis Fund Agreement 1986

Washington, 4 February 1986

[The Agreement entered into force on 4 February 1986]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 1990*

LONDON : HMSO

£3.35 net

ONCHOCERCIASIS FUND AGREEMENT 1986

Agreement between the Governments of Canada, the Federal Republic of Germany, Japan, the Kingdom of Belgium, the Kingdom of the Netherlands, the Kingdom of Norway, the Kingdom of Saudi Arabia, Kuwait, the Republic of Finland, the Republic of France, the Republic of Italy, the Swiss Confederation, the United Kingdom of Great Britain and Northern Ireland and the United States of America, the International Bank for Reconstruction and Development (the Bank), the International Development Association (the Association), the Organization of Petroleum Exporting Countries Fund for International Development (the OPEC Fund), the United Nations Development Programme (UNDP) and the World Health Organization (WHO).

Whereas (a) the Onchocerciasis Fund Agreement of 19 September 1979⁽¹⁾ on the Programme for Onchocerciasis Control (hereinafter called the Programme) terminates at the end of the second stage of the Programme;

(b) the institutional and operational arrangements applicable to the Programme as of 1 January 1986 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 1986–1991 of the Programme (hereinafter called the third stage of the Programme) are summarized in the Appendix II to the Memorandum of Agreement;

(d) the Governments and Organizations party to this Agreement have agreed to assist in the financing of the cost of the third stage of the joint Programme, at present evaluated at about one hundred and thirty-three million United States dollars (US\$133,000,000); 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:

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 III 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 III Fund" means the Fund established under this Agreement.
- (5) "Phase II Fund" means the Fund established under the Onchocerciasis Fund Agreement of 19 September 1979.

ARTICLE II

Onchocerciasis Fund

Section 2.01. The Phase II Fund shall be closed upon the entry into force of this Agreement. Any monies contributed to the Phase II Fund and remaining undisbursed shall be credited to the Phase III Fund, together with any other assets or receipts of the Phase II Fund. The Phase III 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.

¹Treaty Series No. 59 (1990), Cm 1206.

* The text of the Memorandum of Agreement is at page 11.

Section 2.02. The Phase III 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 III 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 III Fund; Disbursements from the Phase III 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 third stage of the Programme. The following contributions have been announced:

- (a) Canada will make to the Phase III Fund a contribution of one million seven hundred thousand Canadian dollars (Can\$1,700,000) for the Canadian fiscal year 1986/1987, and will give sympathetic consideration to further contributions in subsequent years.
- (b) The Federal Republic of Germany intends to continue its co-operation during the third stage of the Programme. Orders of magnitude similar to those provided during the second stage will be considered.
- (c) Subject to legislative approval and other action, Japan will contribute one million one hundred thousand United States dollars (US\$1,100,000) to the Phase III Fund for 1986 and intends further to continue its co-operation with the Programme for the period 1987-1991.
- (d) The Kingdom of Belgium intends to contribute to the Phase III Fund at the same level in Belgian currency as for the second stage of the Programme; and, subject to legislative approval, will do so with an amount of twenty-five million Belgian francs (BF 25,000,000) in 1986.
- (e) The Kingdom of the Netherlands has undertaken, subject to parliamentary approval, to make a total contribution to the Phase III Fund in the maximum amount of thirty million Dutch guilders (f. 30,000,000) to meet the cost of expenditures for the carrying out of the third stage of the Programme.
- (f) The Kingdom of Norway will, subject to parliamentary appropriations, contribute to the Phase III Fund eighteen million Norwegian kroner (NKr 18,000,000), with the following payment schedule: 1986, five million Norwegian kroner (NKr 5,000,000); 1987, five million Norwegian kroner (NKr 5,000,000); 1988, five million Norwegian kroner (NKr 5,000,000); 1989, one million Norwegian kroner (NKr 1,000,000); 1990, one million Norwegian kroner (NKr 1,000,000); 1991, one million Norwegian kroner (NKr 1,000,000).
- (g) The Government of the Kingdom of Saudi Arabia will extend a grant of ten million United States dollars (US\$10,000,000) for the third stage of the Programme. In addition to the last instalment of the previous grant to be made in 1986, the disbursement of the grant for the third stage will commence from 1987 in five equal annual instalments of two million United States dollars (US\$2,000,000) each.
- (h) Kuwait has undertaken to make a contribution to the Phase III Fund in the amount of one million five hundred thousand United States dollars (US\$1,500,000) for 1986 to 1988.
- (i) The Government of Finland will contribute one million two hundred and fifty thousand Finnish markkaa (Fmk 1,250,000) to the Phase III Fund for 1986 and one million two hundred and fifty thousand Finnish markkaa (Fmk 1,250,000) for 1987, subject to parliamentary approval. In addition, the Government of Finland also has the intention to support the Programme with annual contributions during the rest of the third stage of the Programme. The value of these contributions will be committed annually during 1986-1991.

- (j) Subject to the approval of the Comité Directeur of Fonds d'Aide et Coopération, the Government of France has indicated that it will contribute an aggregate of forty-five million French francs (F 45,000,000) distributed over the six years of the third stage of the Programme.
- (k) The Republic of Italy will contribute six hundred and sixty thousand United States dollars (US\$660,000) to the Phase III Fund for 1986 and expresses in principle its intention to continue to support the Programme for the remaining years of the third stage.
- (l) The Swiss Confederation will contribute to the Phase III Fund eighteen million Swiss francs (Sw F 18,000,000) with the following payment schedule: 1986, two million five hundred thousand United States dollars (US\$2,500,000); 1987, two million United States dollars (US\$2,000,000); 1988, one million five hundred thousand United States dollars (US\$1,500,000); 1989 and 1990 six hundred thousand United States dollars (US\$600,000) each year; and 1991 the balance of the funds. Payments for each year will be made in principle at the end of the preceding year. The above payment schedule may be adjusted by mutual agreement between the Bank and the Swiss Confederation, if necessary, to meet actual disbursement requirements of the Programme.
- (m) The Government of the United Kingdom of Great Britain and Northern Ireland will contribute six hundred and fifty thousand pounds sterling (£650,000) to the Phase III Fund for 1986.
- (n) Subject to administrative approval and the availability of funds, the Government of the United States of America intends to contribute to the Phase III Onchocerciasis Fund fifteen million United States dollars (US\$15,000,000) over the period of 1986-1991. It is expected that, to the extent possible, contributions will be made in equal annual instalments over the period, beginning with two million five hundred thousand United States dollars (US\$2,500,000) in 1986.
- (o) 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 contribute to the Phase III Fund thirteen million United States dollars (US\$13,000,000) with the following payment schedule: 1986 and 1987, two million five hundred thousand United States dollars (US\$2,500,000) each year; and 1988, 1989, 1990 and 1991, two million United States dollars each year (US\$2,000,000).
- (p) The OPEC Fund has approved the allocation of three hundred thousand United States dollars (US\$300,000) to support the third stage of the Programme. The funds are designated to be allocated over a six-year period (1986-1991) in six equal instalments.
- (q) The UNDP will contribute one million two hundred and fifty thousand United States dollars (US\$1,250,000) to the Phase III Fund for 1986 and, subject to the approval of the Fourth Regional Programme for Africa (1987-1991), will favourably consider an increase in its annual contribution during the remaining years of the third stage of the Programme.
- (r) WHO intends to contribute to the Phase III Fund subject to the availability of funds, five hundred thousand United States dollars (US\$500,000) per annum.

Section 3.02. (a) At the time of the annual meeting of the JPC or promptly 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 III Fund, and of the reserve required, for the purposes of this Agreement.

Section 3.04. The Bank shall within 90 days after December 31, 1986 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 III 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 III 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 III 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 III 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 III Fund shall be used by WHO exclusively to finance the cost of goods and services required to carry out the third 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 III Fund.

Section 4.02. WHO shall not, in respect of any year of the third stage of the Programme, incur obligations against the Phase III 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 third 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 III 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 III Fund amounts contributed to such Fund and such amounts would be needed by WHO to make payments on account 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 limitation upon the provisions of Section 5.01, this Agreement shall terminate upon completion of the third stage of the Programme or upon disbursement from the Phase III Fund of all amounts required to meet payments to be made by WHO for the third 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 III 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 III 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 Government of:

Canada:

Canadian International Development Agency
122 Bank Street
Ottawa, Ontario
Canada K1 A0G4
Cable address: CIDA

Federal Republic of Germany:

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

Japan:

Ministry of Foreign Affairs
Tokyo
Japan
Cable address: GAIMUNDAIJIN

Kingdom of Belgium:

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

Kingdom of the Netherlands:

Ministry of Foreign Affairs
Lange Houstraat, 27
The Hague
Netherlands
Cable address: CELR—THE HAGUE

Kingdom of Norway:

Royal Ministry of Development Co-operation
P.O. Box 8142
Oslo Dep.
0033
Oslo 1, Norway
Telex: 74256—NORAD—N

Kingdom of Saudi Arabia:

Ministry of Finance and National Economy
Riyadh 11177
Kingdom of Saudi Arabia
Telex: 928—201—669

Kuwait:

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

Republic of Finland:

Ministry of Foreign Affairs of Finland
Finnish International Development Agency (FINNIDA)
Mannerheimintie 15
00260 Helsinki
Finland
Cable address: UMIN—SF

Republic of France:

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

Republic of Italy.

Ministero Affari Esteri
Ufficio Cooperazione Multilaterale
Dipartimento Cooperazione Allo Sviluppo
Ministero Affari Esteri
Piazzale della Farnesina 1
00194 Roma, Italy
Telex: 614066

Swiss Confederation:

Federal Department of Foreign Affairs
CH—3003 Berne
Switzerland
Telex: 911 340 EDACH

United Kingdom of Great Britain and Northern Ireland:

Ministry of Overseas Development
Eland House, Stag Place
London SW1E 5DH
England
Cable address: MINISTRANT

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

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

Organization of Petroleum Exporting Countries Fund for
International Development
Box 995
1011 Vienna 1
Austria
Cable address: OPECFUND

United Nations Development Programme
One United Nations Plaza
New York 10017
United States of America
Cable Address: UNDEVPRO New York

World Health Organization
1211 Geneva 27
Switzerland
Cable address: UNISANTE

ARTICLE VIII

Entry into Force

Section 8.01. This Agreement shall enter into force 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 Agreement¹. The Bank shall, on such date, notify all the Parties named in the Preamble.

Done at Washington, D.C., as of the day and year first above written 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.

¹The Agreement entered into force on 4 February 1986.

SIGNATURES

<i>State or Organization</i>	<i>Date</i>
Belgium	} 4 February 1986
Canada	
Finland	
France	
Germany, Federal Republic of*	
Italy	
Japan	
Kuwait	
Netherlands*	
Norway	
Saudi Arabia	
Switzerland	
United Kingdom...	
United States of America	
International Bank for Reconstruction and Development	
International Development Association	
Organisation of Petroleum Exporting Countries Fund for International Development	
United Nations Development Programme	
World Health Organization	

* with reservation as to acceptance

ACCESSIONS

Germany, Federal Republic of	16 Nov 1986
African Development Bank (as a Contributing Party)	19 June 1986

ACCEPTANCE

Netherlands	1 Oct 1986 (date of instrument)
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**MEMORANDUM OF AGREEMENT
ON THE ONCHOCERCIASIS CONTROL PROGRAMME**

This Memorandum of Agreement describes the institutional and operational arrangements for the Onchocerciasis Control Programme (hereinafter called "the Programme") approved by the Participating Governments and signed by them. It takes effect as of 1 January 1986, upon the termination on 31 December 1985 of the Agreement governing the Operations of the Onchocerciasis Control Programme in the Volta River Basin Area concluded on 19 September 1979.

**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. Each Participating Government undertakes to provide the Programme with full support, to honour the commitments laid down in Appendix I, and, as far as its territory is concerned, to maintain the achievements of the Programme, to ensure that there is no recrudescence of the disease following cessation of the operations implemented by the Programme in its area and to promote and support socioeconomic development therein.
3. WHO is the executing agency for the Programme. WHO is also responsible for advising countries in the carrying out of their responsibilities as they relate to the Programme operations and maintenance of disease control and for co-ordinating any intercountry efforts that may be required in this connection. The World Bank undertakes to use its best efforts to mobilize international resources for the Programme of which the objective and plan of action are described in Appendix II. UNDP, FAO and the World Bank assist with socioeconomic development of the areas controlled.
4. The Programme area is that delineated on the map attached as Appendix III. Should the Programme area be modified on approval of the Joint Programme Committee, the new limits shall be delineated 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. 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 the operations implemented by it, as well as over the activities undertaken by the Participating Governments to ensure that there is no recrudescence of the disease, 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 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 members appointed by each 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) examine the reports submitted by the Expert Advisory Committee (EAC) described below as well as reports by any of the Sponsoring Agencies, and transmit these with any observation considered necessary to the JPC not less than thirty days before the latter's annual meeting;
- (iii) study particular aspects of the Programme, including socioeconomic development, 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 the 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 and evaluation of scientific, technical and ecological matters related to the Programme, the CSA shall appoint an Expert Advisory Committee:

- (i) The EAC shall review and evaluate the scientific, technical and ecological aspects of the Programme as well as the transfer to the Participating Governments of activities to be undertaken by them to ensure that there is no recrudescence of the disease. It 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 the 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 scientific and technical 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 report of the Ecological Group shall be annexed to this report.

4.2

- (i) The members of the EAC and of the Ecological Group shall serve for a period of two years without prejudice to reappointment. Members of 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.
- (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 Committee (NOC)

5.1 The major co-ordinating element at government level shall be the NOC set up by each of the Participating Governments.

5.2 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:

- (i) co-ordinating the action of all national services involved in the Programme and in the subsequent socioeconomic development projects;
- (ii) preparing and organizing a large-scale campaign to inform the population of the existence, methods and aims of the Programme;
- (iii) preparing the legislation and regulations required for the smooth running of the Programme;
- (iv) encouraging the formulation of programmes and projects for the settlement and socioeconomic development of the reclaimed areas;
- (v) taking all appropriate measures to ensure that the results achieved at the end of the Programme are maintained;
- (vi) taking appropriate action to ensure that financial commitments of the Governments are honoured;

- (vii) ensuring liaison between the Governments and Programme headquarters; and
- (viii) providing liaison with the NOCs of the other countries concerned.

5.3 The Programme Director shall be closely associated with the co-ordination of the work of the different NOCs. The local representatives of the Sponsoring Agencies may assist the respective NOCs as necessary.

Done at Geneva, in two original copies, one in the English language and the other in the French language, both texts being equally authentic.

SIGNATURES

Benin	}	
Burkina Faso		
Côte d'Ivoire		
<i>(formerly Ivory Coast)</i>		
Ghana		
Guinea		
Guinea-Bissau		
Mali		
Niger		
Senegal		
Sierra Leone		4 Feb 1986
Togo		11 Dec 1985

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, 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 tele-communications 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 purchases 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 contribution of each Participating Government are fixed in special protocols covering operations in each country concluded between the Government and the Executing Agency.

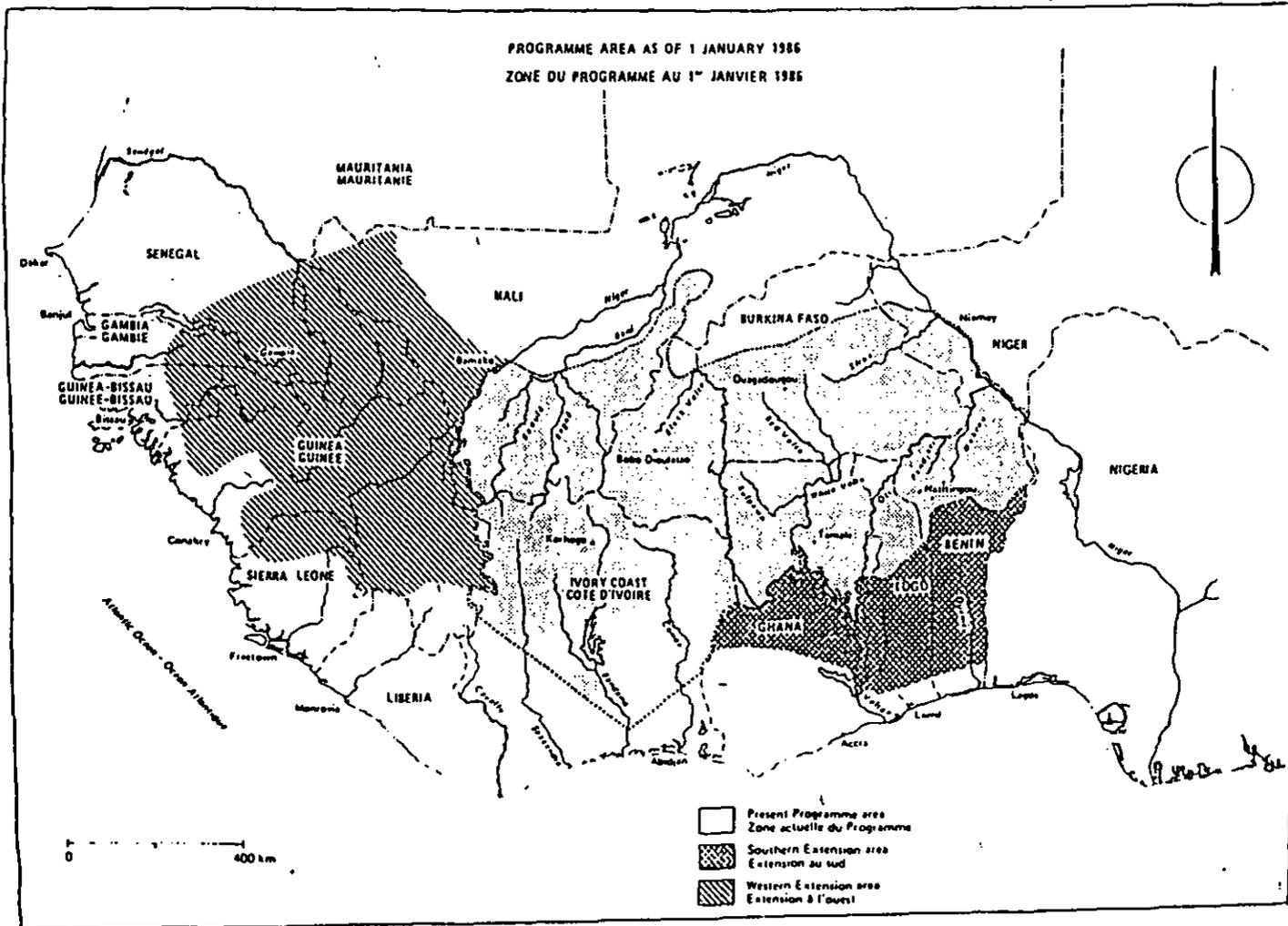
APPENDIX II
PROGRAMME OBJECTIVE AND PLAN OF ACTION FOR
THE PHASE 1986—1991

The objective of the Onchocerciasis Control Programme, planned to be achieved by 1997, is to eliminate onchocerciasis as a disease of public health and socioeconomic importance throughout the Programme area and to ensure that there is no recrudescence of the disease thereafter.

To attain this objective, the Programme shall continue to pursue and develop a series of activities initiated during the first two phases covering 1974—1985. To this end, it shall carry out the following activities as outlined in the Plan of Operations for the third financial phase:

- (a) organize aerial larviciding operations;
- (b) carry out entomological surveillance of the treated areas;
- (c) evaluate the operations by regular epidemiological surveillance;
- (d) monitor the long-term safety of the larvicide treatment for the environment;
- (e) pursue a programme of applied entomological and epidemiological research and introduce progressively and systematically new methodologies found suitable;
- (f) undertake, in collaboration with the UNDP/World Bank/WHO Special Programme for Research and Training in Tropical Diseases, research towards finding suitable chemotherapy for mass application;
- (g) prepare with the Participating Governments plans for the devolution of activities and assist them in assuming responsibility for these activities as appropriate;
- (h) train personnel as necessary for the Programme and for devolution; and
- (i) collect, analyze, and disseminate information regarding socioeconomic development in the Programme area in order to encourage such development.

PROGRAMME AREA AS OF 1 JANUARY 1986
 ZONE DU PROGRAMME AU 1^{er} JANVIER 1986



APPENDIX IV

ORGANIZATIONAL CHART
ONCHOCERCIASIS CONTROL PROGRAMME

