



Treaty Series No. 30 (1965)

# Basic Agreement

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the World Health Organisation for the

## Provision of Technical Advisory Assistance

to the Trust, Non-Self-Governing and other Territories for  
whose international relations the United Kingdom  
Government are responsible, signed at Geneva  
on February 7, 1952  
together with

## the Protocol to the Basic Agreement

signed at Copenhagen, November 18, 1964

[The Basic Agreement entered into force on February 7, 1952, and the Protocol on  
November 18, 1964]

*Presented to Parliament by the Secretary of State for Foreign Affairs  
by Command of Her Majesty  
March 1965*

LONDON

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**BASIC AGREEMENT BETWEEN THE WORLD HEALTH ORGANISATION AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE TO THE TRUST, NON-SELF-GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THAT GOVERNMENT ARE RESPONSIBLE**

The World Health Organisation, (hereinafter referred to as "the Organisation") and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom");

*Considering* the objective and functions of the Organisation as set out in Chapters I and II of the Constitution of the World Health Organisation signed at New York on 22nd July, 1946;(1)

*Noting* the recommendations of the Economic and Social Council of the United Nations made in its resolution number 222 (IX) of 15th August, 1949, relating to an expanded programme of technical assistance for economic development of under-developed countries, and recognising that it is desirable in the interests of uniformity to apply the observations and guiding principles set out in Annex I to part "A" of Resolution 222 (IX) of the Economic and Social Council to technical advisory assistance provided under the regular budgets of the Organisation;

*Considering* the resolution adopted by the Fourth World Health Assembly on 24th May, 1951, relating to the costs to be borne by recipient Governments;

*Desiring* to promote the advancement of the inhabitants of the territories in the spirit of Chapters XI and XII of the Charter of the United Nations,(2) and to fulfil their mutual responsibilities in a spirit of friendly co-operation;

Have agreed as follows:

**ARTICLE I**

1. The Organisation shall, subject to the provisions of the present Agreement (hereinafter referred to as "the Basic Agreement") and, so far as relevant, in accordance with the "Observations on and Guiding Principles of an Expanded Programme of Technical Assistance for Economic Development", set out in Annex I to Part 'A' of Resolution 222 (IX) of the Economic and Social Council of the United Nations (a copy of which is annexed hereto), render such technical advisory assistance as shall be set out in Supplementary Agreements to be made pursuant to the Basic Agreement (hereinafter referred to as "the Supplementary Agreements") to those Governments of the territories for whose international relations the

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(1) "Treaty Series No. 43 (1948)", Cmd. 7458.

(2) "Treaty Series No. 67 (1946)", Cmd. 7015.

Government of the United Kingdom are responsible (hereinafter referred to as "Governments of the Territories") and for which technical advisory assistance is requested by the Government of the United Kingdom. Such Supplementary Agreements shall be made between the Organisation and the Government of the Territory concerned, acting with the authority of the Government of the United Kingdom; and the Government of the United Kingdom will assume international responsibility for such Supplementary Agreements in the same manner as if they had been concluded in the name of the Government of the United Kingdom.

2. The Organisation shall, in respect of any Supplementary Agreement to which it is a party, consult with the Government of the Territory concerned in connexion with the appointment of any experts under that Supplementary Agreement.

3. Such experts shall be responsible to, and under the supervision and direction of the Organisation, except that, in so far as an expert is required to perform executive functions or to give instructions, he shall also be under the supervision and direction of the appropriate department of the Government of the Territory concerned.

4. Such experts shall, in the course of their work, make every effort to instruct any local technical staff of the Government of the Territory concerned who may be associated with them, in the methods, techniques and practices of that work and in the principles upon which these are based, and the Government of the Territory concerned shall, wherever practicable, attach technical staff to the experts for this purpose.

5. The Organisation shall give sympathetic consideration to candidates nominated by the Government of the United Kingdom in the awarding of fellowships and scholarships in accordance with the administrative and other arrangements which have been drawn up by the Organisation for its programmes.

6. The Organisation shall, with respect to any technical equipment or supplies which may be furnished by it under any Supplementary Agreement, retain title thereto until such time as title may be transferred on such terms and conditions as are agreed upon between the Organisation and the Government of the Territory concerned.

7. The Organisation may, as part of the technical advisory assistance furnished under any Supplementary Agreement, make arrangements for the carrying out of laboratory or other tests, experiments or research, outside the Territory concerned.

## ARTICLE II

The Governments of the Territories shall, in receiving such technical advisory assistance as shall be set out in the Supplementary Agreements, comply, where applicable, with those provisions of Annex I to Part 'A' of the Economic and Social Council Resolution No. 222 (IX) which are set out under the heading of "Participation of Requesting Governments".

### ARTICLE III

1. The Organisation shall, in respect of the technical advisory assistance provided under any Supplementary Agreement, defray those expenses which are incurred outside the Territory concerned, or such proportions thereof as may be specified in such Supplementary Agreement, regarding:

- (a) the salaries of the experts;
- (b) subsistence and travel of the experts to and from the place of recruitment and the place of entry into the Territory as well as displacement allowance, where applicable;
- (c) any other necessary travel expenses of the experts outside the Territory;
- (d) insurance of the experts;
- (e) purchase and transportation to the Territory of any equipment or supplies which may be provided by the Organisation for the implementation of any technical advisory assistance;
- (f) any other expenses incurred outside the Territory and necessary for the provision of technical advisory assistance.

2.—(a) The Government of each Territory which receives technical advisory assistance under the Basic Agreement or any Supplementary Agreement shall assume responsibility for the payment in local currency of such part of the costs of the technical advisory assistance so furnished to it as should be paid for in local currency or provided in kind according to the resolution adopted by the Fourth World Health Assembly on 24th May, 1951, (a copy of which is annexed hereto), subject to any modification specified in any Supplementary Agreement.

(b) For the purpose of meeting expenses under this paragraph, the Government of the Territory shall establish a local currency fund or funds in such amounts and under such procedures as shall be specified in Supplementary Agreements.

3. In lieu of the provision of local currency, in accordance with paragraph 2 above, the Government of the Territory may provide supplies and services in kind, to the extent that may be agreed upon between that Government and the Organisation.

4. In appropriate cases the Government of the Territory shall provide such land, labour, equipment, supplies and other services or property as may be needed, which will be determined as the need arises by agreement with the Organisation.

### ARTICLE IV

1. The Government of each Territory which receives technical advisory assistance under the Basic Agreement or any Supplementary Agreement shall, in its Territory, apply to the Organisation, its funds, property and assets, and to its staff, the appropriate provisions of the Convention on the Privileges and Immunities of the Specialised Agencies of the United Nations.<sup>(9)</sup>

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(9) "Treaty Series No. 69 (1959)", Cmnd. 855.

2. Staff of the Organisation including experts engaged by it as members of its staff, assigned to carry out the purposes of the Basic Agreement or of any Supplementary Agreement, shall be deemed to be "officials" within the meaning of the above Convention.

#### ARTICLE V

1. The Basic Agreement shall enter into force upon signature.

2. The Basic Agreement may be modified by agreement between the Organisation and the Government of the United Kingdom. The Supplementary Agreements may be modified by agreement between the Organisation and the Government of the Territory concerned acting in accordance with the provisions of paragraph 1 of Article I. In each case the parties will give full and sympathetic consideration to any request made by the other for such modification.

3. The Basic Agreement may be terminated by either party upon written notice to the other, and shall terminate sixty days after receipt of such notice. Termination of the Basic Agreement shall be deemed to constitute termination of any Supplementary Agreements made thereunder.

In witness whereof the undersigned, duly appointed representatives of the Organisation and the Government of the United Kingdom respectively, have on behalf of the Parties, signed the present Agreement.

Done in duplicate at Geneva, this 7th day of February, 1952.

For the Organisation:

BROCK CHISHOLM.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

JOHN BEITH.

## ANNEX I

### TECHNICAL ASSISTANCE FOR ECONOMIC DEVELOPMENT

ANNEX I TO ECONOMIC AND SOCIAL COUNCIL RESOLUTION 222 (IX) OF  
15TH AUGUST, 1949

#### **Observations on and Guiding Principles of an expanded programme of Technical Assistance for Economic Development**

The Council recommends the following principles to serve as guides to the United Nations and specialised agencies participating in the expanded programme<sup>(\*)</sup> of technical assistance, hereinafter called the "participating organisations":

#### *General principles*

The participating organisations should, in extending technical assistance for economic development of under-developed countries:

1. Regard it as a primary objective to help those countries to strengthen their national economies through the development of their industries and agriculture, with a view to promoting their economic and political independence in the spirit of the Charter of the United Nations, and to ensure the attainment of higher levels of economic and social welfare for their entire populations;

2. Observe the following general principles laid down in General Assembly resolution 200 (III):

- (a) Technical assistance for economic development of under-developed countries shall be rendered by the participating organisations only in agreement with the governments concerned and on the basis of requests received from them;
- (b) The kinds of services to be rendered to each country shall be decided by the government concerned;
- (c) The countries desiring assistance should perform, in advance, as much of the work as possible in order to define the nature and scope of the problem involved;
- (d) The technical assistance furnished shall:
  - (i) Not be a means of foreign economic and political interference in the internal affairs of the country concerned and not be accompanied by any considerations of a political nature;
  - (ii) Be given only to or through governments;
  - (iii) Be designed to meet the needs of the country concerned;and

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(\*) Although the word "programme" is employed in this connexion, it is not contemplated that all projects described in the "programme" would or should be executed; rather what is contemplated is that the United Nations and the specialised agencies should hold themselves ready to render to the under-developed countries, at their request, the types of technical services which are described in the "programme" and which are designed to assist them in their economic development.

(iv) Be provided as far as possible in the form which that country desires;

3. Avoid distinctions arising from the political structure of the country requesting assistance, or from the race or religion of its population.

#### *Standards of work and personnel*

1. The highest professional competence should be maintained in all services undertaken by the participating organisations in rendering technical assistance to requesting countries.

2. Experts should be chosen not only for their technical competence, but also for their sympathetic understanding of the cultural backgrounds and specific needs of the countries to be assisted and for their capacity to adapt methods of work to local conditions, social and material.

3. Adequate preparation of experts should be provided before assignments are undertaken; such preparation should be designed to give understanding of the broad objectives of the common effort and to encourage open-mindedness and adaptability.

4. *Experts and groups of experts visiting a country should not engage in political, commercial, or any activities other than those for which they are sent.* The scope of their duties should be strictly defined in each case by agreement between the country requesting assistance and the organisations providing assistance.

5. Even when allocations are committed, projects should not be commenced unless properly qualified experts and assistants have been secured and trained.

6. All governments should be invited to co-operate in the securing and selecting of qualified staff and to facilitate, when necessary, arrangements for their temporary release and for their continued employment on return.

7. Universities, technical schools, foundations, research institutions and other non-governmental sources from which experts may be drawn should be encouraged to release experts for field assignments under the programme, to arrange for their continued employment on return and to undertake special research projects on problems related to economic development.

#### *Participation of requesting governments*

The requesting governments should be expected to agree:

1. To facilitate the activities requested from the participating organisations by assisting them to obtain the necessary information about the problems on which they have been asked to help, such information to be *limited strictly to questions directly related to the concrete requests for technical assistance*: and, whenever appropriate, to facilitate their contacts with individuals and groups, in addition to government agencies, concerned with the same or related problems;

2. To give full and prompt consideration to the technical advice they receive as a result of their co-operation with the participating organisations in response to the requests they have initiated;

3. To undertake to maintain or set up as soon as practicable such governmental co-ordination machinery as may be needed to ensure that their own technical, natural and financial resources are mobilised, canalised and utilised in the interest of economic development designed to improve the standard of living of their peoples and through which the effective use of any major international technical assistance resources could be assured;

4. Normally to assume responsibility for a substantial part of the costs of technical services with which they are provided, at least that part which can be paid in their own currencies;

5. To undertake the sustained efforts required for economic development, including continuing support and progressive assumption of financial responsibility for the administration of projects initiated at their request under international auspices;

6. To publish information or provide for study and analysis material suitable for publication regarding the results of the technical assistance rendered and the experience derived therefrom, so that it may be of value to other countries and to the international organisations rendering technical assistance;

7. To inform the participating organisations, whenever technical assistance is requested, of all assistance which they are already receiving or requesting from other sources in the same field of development;

8. To give publicity to the programme within their countries.

#### *Co-ordination of effort*

1. The projects falling within the competence of participating organisations should be carried out by them, and the co-ordination of their work should be effected, with due regard to their constitutions and the relations established between them.

2. The work undertaken by the participating organisations under the expanded technical assistance programme should be such as to be suitable for integration with their normal work.

3. Arrangements should be made for requests for assistance within the sphere of two or more organisations to be handled jointly by the organisations concerned, and there should be co-ordination among the participating organisations at the planning level before commitments by them are entered into with governments.

4. Technical assistance activities which are not at the present time the special responsibility of any specialised agency, such as certain aspects of industrial development, manufacturing, mining, power and land and water transport, should be undertaken by the Secretary-General of the United Nations.



5. All requests for technical assistance which involve comprehensive or regional development projects falling within the purview of more than one organisation should first be submitted to joint examination by the organisations concerned; such requests should be directed to the Secretary-General of the United Nations.

6. Programmes of training should be the subject of co-operative action among participating organisations.

### *Concentration and economy*

Within the wide range of activities envisaged, the participating organisations should practise, especially in the initial stages of their programmes, concentration of effort and economy. The participating organisations should also ensure the fullest use of any existing facilities.

### *Selection of projects*

1. The participating organisations, in deciding on a request for assistance, should be guided solely by the Charter of the United Nations, by the principles of the United Nations programme for technical assistance and by appropriate resolutions of the General Assembly and of the Economic and Social Council. The services envisaged should aim at increased productivity of material and human resources and a wide and equitable distribution of the benefits of such increased productivity, so as to contribute to the realisation of higher standards of living for the entire populations. Due attention and respect should be paid to the national sovereignty and national legislation of the under-developed countries and to the social conditions which directly affect their economic development. Requests for technical assistance may therefore be approved which will help governments to take account of the probable consequences of proposed projects for economic development in terms of the welfare of the population as a whole, including the promotion of full employment, and also to take account of those social conditions, customs and values in a given area which would directly influence the kinds of economic development that may be feasible and desirable. Similarly, requests may also be approved for technical assistance to governments desiring to undertake the specific social improvements that are necessary to permit effective economic development and to mitigate the social problems—particularly problems of dislocation of family and community life—that may arise as a concomitant of economic change. As in any national programme for economic development any increased services undertaken by the government can be maintained, in the long run, only out of national production, special attention should be given in timing and emphasis to activities tending to bring an early increase in national productivity of material and human resources.

2. The participating organisations, when reviewing and placing in order of priority the requests which they receive should, so far as possible, ensure that due regard is paid to the urgency of the needs of the various applicants and to their geographical distribution.

3. In response to requests from governments, especially in connexion with plans for economic development, special consideration should be given to resources and methods of financing the development. It is recommended therefore that participating organisations, before undertaking work of an extensive character involving substantial cost, should assure themselves that governments requesting such assistance are giving full consideration to major capital investment or large continued governmental expenditure which may be needed as a result of this technical assistance. Governments may also require advice concerning conditions and methods of financing appropriate to such projects. Close co-operation among the participating organisations in responding to requests for technical assistance can facilitate the attainment of this objective.

4. Requests for the furnishing of equipment and supplies may be considered in so far as they form an integral part of a project of technical assistance.

BROCK CHISHOLM.  
JOHN BEITH.

## ANNEX II

### RESOLUTION OF THE FOURTH WORLD HEALTH ASSEMBLY ADOPTED ON 24TH MAY, 1951

#### **Costs to be borne by Recipient Governments**

The Fourth World Health Assembly,

Having considered various problems which have arisen with regard to the requirement that governments should provide the funds to pay field service allowances to staff engaged by WHO on field projects,

Noting the resolution of the Technical Assistance Committee at its third session on these allowances and the decision of the Technical Assistance Board at its tenth meeting, and

Desiring to provide uniformity in the costs required to be borne by recipient governments for projects financed under its regular budgets and those financed from the Special Account for the Expanded Programme of Technical Assistance for Economic Development,<sup>(\*)</sup>

1. RESOLVES that requesting governments should be expected to agree normally to assume responsibility for a substantial part of the costs of services with which they are provided—at least that part which can be paid in their own currencies;

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<sup>(\*)</sup> Attention is drawn to the fact that in the schedule of field service allowances provisionally in use for projects financed from the Special Account for Technical Assistance, some of the rates appear to be too high, and it is suggested that the Director-General of WHO make representations to the Technical Assistance Board that they should be constantly under review and maintained at what might be considered as a reasonable standard of living.

2. RESOLVES that in the light of the above-mentioned principle, agreements between the recipient government and WHO should provide for the payment by the former in local currency or in kind of the following costs of each project, as appropriate in each case:

- (1) Local personnel services, technical and administrative, as well as labour;
- (2) office space and buildings;
- (3) supplies and materials obtainable within the country;
- (4) local transportation;
- (5) postal and telecommunications;
- (6) medical care;
- (7) provision of lodging for staff employed on projects in the recipient country, provided that in exceptional circumstances and subject to the prior agreement of the Director-General of WHO (or, in the case of projects financed from the Special Account for the Expanded Programme of Technical Assistance for Economic Development, the prior agreement of the Technical Assistance Board), provision of lodging may not be required of recipient governments; and further

3. DECIDES that recipient governments should contribute such further costs or facilities, including all or part of subsistence allowances, as may be mutually agreed upon between the governments and WHO.

BROCK CHISHOLM.  
JOHN BEITH.

**PROTOCOL TO THE BASIC AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE WORLD HEALTH ORGANISATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE TO THE TRUST, NON-SELF-GOVERNING AND OTHER TERRITORIES FOR WHOSE INTERNATIONAL RELATIONS THE GOVERNMENT OF THE UNITED KINGDOM ARE RESPONSIBLE, SIGNED AT GENEVA ON FEBRUARY 7, 1952**

The Government of the United Kingdom of Great Britain and Northern Ireland and the World Health Organisation (hereinafter referred to as "the Organisation");

Desiring to make provision for the indemnification of the Organisation and its experts, agents or employees against certain liabilities resulting from acts or omissions in the execution of Plans of Operations made pursuant to the Basic Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the World Health Organisation for the Provision of Technical Advisory Assistance for the Trust, Non-Self-Governing and other Territories for whose international relations the Government of the United Kingdom are responsible, signed at Geneva on the 7th of February, 1952 (hereinafter referred to as "the Basic Agreement");

Have agreed as follows:

**ARTICLE I**

(1) In view of the fact that assistance provided pursuant to the terms of the Basic Agreement is in the exclusive interest and for the exclusive benefit of the people and Government of each territory concerned (hereinafter referred to as "the Government"), the Government shall assume, subject to the provisions of the following paragraphs of this Article, responsibility in respect of claims resulting from the execution of Plans of Operations within the territory of the Government made pursuant to the Basic Agreement.

(2) The Government shall accordingly indemnify and hold harmless the Organisation and its experts, agents or employees against all liabilities, suits, actions, demands, damages, costs, or fees on account of death or injury to persons or property resulting from anything done or omitted to be done after the entry into force of the present Protocol in the execution within the territory concerned of Plans of Operations made pursuant to the Basic Agreement, not amounting to a wilful neglect or reckless misconduct of such experts, agents or employees.

(3) In the event of the Government making any payment in accordance with the provisions of paragraph (2) of this Article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of the Organisation against third persons.

(4) The Organisation shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph (2) of this Article relates or for the fulfilment of the purposes of paragraph (3).

## ARTICLE II

(1) The present Protocol shall be regarded as an integral part of the Basic Agreement and shall have the same duration.

(2) The present Protocol shall enter into force on the date of its signature.

In witness whereof the undersigned, duly authorised thereto, have signed the present Protocol.

Done in the English language, in duplicate, at Copenhagen this 18th day of November, 1964.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

For the World Health Organisation:

DR. P. VAN DE CALSEYDE.

On signature of the Protocol of to-day's date between the Government of the United Kingdom and the World Health Organisation, I am to state on behalf of Her Majesty's Government that the latter, after consultation with the Government of France, will regard the Protocol as applicable to the New Hebrides as well as to those territories for whose international relations Her Majesty's Government are alone responsible. In relation to the New Hebrides Her Majesty's Government understand the expression "the Government" in Article I to refer to the joint administration of that territory by the United Kingdom and by France.

J. P. E. C. HENNIKER-MAJOR.

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