MULTILATERAL

BASIC AGREEMENT BETWEEN THE GOVERNMENT OF THE PHILIPPINES AND THE WORLD HEALTH ORGANIZATION FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE OR OTHER SERVICES BY THE WORLD HEA...

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Note: The Agreement entered into force, December 28, 1950.

Reference: This Agreement is also published in 110 UNTS, p. 203

The Government of the Philippines of the one part

and

The World Health Organization of the other part,

BEING DESIROUS of regulating the conditions which shall govern the provision by which the World Health Organization (hereinafter called "the Organization”) of the technical advisory assistance or other services requested by the Government of the Philippines (hereinafter called” the Government”),

HAVE AGREED as follows:

ARTICLE I

On the request of the Government subject to the policies adopted by the World Health Assembly and the Board, the Executive Board, the Organization shall, within its budgetary limitations, render to the Government technical advisory assistance or other services. World Health Assembly and the Executive Board, the Organization shall, within its budgetary limitations, render to the Government technical advisory assistance or other services.

ARTICLE II

The Government when requesting such technical advisory assistance or other services shall notify the organization of the nature and the scope of the programme envisaged and of any other assistance which they have received or are receiving in the same field.

ARTICLE III

Detailed arrangements for the technical and administrative planning and administrative planning and execution of such programs shall be established by subsidiary agreement setting forth a plan of operations between the Government its national administration dealing with the public health matters and the Organization.

ARTICLE IV

In the planning and execution programmes the Government and the Organization shall provide and meet the expenses of the personnel, equipment, supplies and services set forth in the Annex to this Agreement, subject to the determination of requirements in each instance under the provisions of article III.

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ARTICLE V

The Government and the Organization may establish such coordinating machinery as may be required to facilitate the execution of programmes and shall establish suitable administrative procedures for handling funds, equipment and supplies.

ARTICLE VI

The Government shall give continuing support for the administration of programmes undertaken under this Agreement, including the progressive assumption of financial responsibility.

ARTICLE VII

The Government shall publish information and make available material suitable for publication regarding the results of programmes and the experience derived therefrom.

ARTICLE VIII

The provisions of Article IV of this Agreement and the Annex to this Agreement may be adjusted where additional assistance in any programme is provided from other sources.

ARTICLE IX

(a) For the purpose of this Agreement the Government shall extend to the Organization for the performance of its undertakings under this Agreement and to its staff and consultants while engaged in any programmes under this Agreement the privileges and immunities set forth in the General Convention on the Privileges and Immunities of the Specialized Agencies together with its Annex VII, as approved by the World Health Assembly, and such other privileges and immunities as may be set forth in any separate instrument concluded between the parties hereto.

(b) The provisions of the aforementioned Convention shall not apply to personnel furnished by the Government and which are not staff, consultants or employees of the Organization.

ARTICLE X

The Government shall take such action as may be necessary to ensure that any materials, supplies or equipment furnished, used or operated by the Organization are exempted from any tax, fee, toll, duty or other charges in the Philippines.

ARTICLE XI

The Government shall take suitable measures to protect the Organization against any claims for loss, damage or injury to persons or property from or arising out of the execution of any programmes undertaken under this Agreement.

ARTICLE XII

a) Any difference between the Government and the Organization arising out of the interpretation or application of this Agreement or the Annex thereto or of any subsidiary agreement or arrangements thereto which is not settled by negotiation shall be submitted to a Board of three arbitrators; the first to be appointed by the Government, the second by the Director-General of the Organization, and the third, the Presiding Arbitrator, by the President of the international Court of Justice, unless in any specific case the parties hereto resort to a different mode of

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settlement.

(b) The Board may be seized of any application by either Party.

(c) The parties hereto agree to accept as finals the decision of the Board.

ARTICLE XIII

(a) Party may request the revision of this Agreement and the Annex thereto. In this event, the two parties shall consult each other concerning the modifications to be made, and such modifications shall become effective upon the agreement of both parties.

(b) This Agreement may be terminated by either party on 31 December of any year, by notice given to the other party not later than 30 June of that year, and such notice shall act as notice to terminate any subsidiary agreement or agreements made under Article III of this Agreement.

ARTICLE XIV

Should any events take place in the Philippines such as to render impossible the execution by the organization of its undertakings under this agreement, or any subsidiary agreement or agreements made under Article III of this agreement, the Organization shall have the right to terminate this agreement or any such subsidiary agreements by notification transmitted to the government, notwithstanding the provisions of Article XIII, paragraph (b), and may request the Government to give every assistance in order to facilitate the withdrawal of any staff and recoverable supplies, materials and equipment.

IN FAITH WHEREEOF this Agreement was done and signed at Manila, Philippines, on this twenty-eighth day of December 1950 in six copies, three in English and three in French, of which the English text alone is authentic.

For the Government of the Republic of the Philippines:

JUAN SALCEDO JR

Secretary of Health

For the World Health Organization:

I. C. FANG, M.D.

Chief, Temporary Regional

Office for the Western Pacific

ANNEX

1. In the planning and execution of programmes the Organization shall provide and pay for the following:

    1.1 Subject to the provisions of paragraph 2.6 below, staff, including consultants of the Organization required to render services in the Philippines and travel of such personnel to and from the Philippines;

    1.2 Subject to such provisions for reimbursement as may be determined under the provisions of paragraph 3 below, the whole or part of the materials, supplies and equipment required for the execution of programmes, which are not available in the Philippines, and transportation costs for materials, supplies and equipment to and

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from the Philippines.

2. In the planning and execution of programmes the Government shall provide from its own resources such personnel and services, and pay for such expenses the cost of which may be met in its national currency, to include:

2.1 Technical staff to work with the staff of the Organization and who may later be responsible for the continuation of the programmes undertaken under this agreement, and other technical, clerical and auxiliary personnel;

2.2 Materials, supplies and equipment available locally and which may be required for programmes;

2.3 Office accommodation, office equipment and stationery supplies, warehousing, storage space, garages and laboratory facilities, and public services, including electricity, heating, power, telephone and water supplies;

2.4 Facilities for the maintenance and repair of technical equipment and vehicles used for programmes, including spare parts if available locally, and fuel, oil and lubricants for mechanically driven vehicles and equipment;

25 Provision of mechanically propelled vehicles and animal transport where required and travel of personnel within the Philippines;

2.6 Subsistence and allowances for the staff of the Organization due in connection with their assignment to the Philippines;

2.7 Operational and administrative expenses with respect to the reception, unloading, warehousing, transportation and operation or use within the Philippines of any materials, supplies and equipment furnished for any programme.

3. In accordance with the Resolution of the Second World Health Assembly subject to such other policies and procedures as may be determined from time to time by the World Health Assembly, the Government and the Organization shall make such arrangements as may be mutually acceptable concerning the reimbursement of the depreciated value of any non-expendable equipment and the cost of expendable material and supplies provided by the Organization and left in the Philippines at the conclusion of a programme.

JUAN SALCEDO, JR.

Secretary of Health

I. C. FANG, M.D.

Chief, Temporary Regional Office

for the Western Pacific

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