

No. 6980

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**WORLD HEALTH ORGANIZATION  
and  
JAMAICA**

**Basic Agreement for the provision of technical advisory assistance to Jamaica. Signed at Washington, on 12 July 1963, and at Kingston, on 25 September 1963**

*Official text: English.*

*Registered by the World Health Organization on 15 November 1963.*

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**ORGANISATION MONDIALE DE LA SANTÉ  
et  
JAMAÏQUE**

**Accord de base concernant la fourniture d'une assistance technique de caractère consultatif à la Jamaïque. Signé à Washington, le 12 juillet 1963, et à Kingston, le 25 septembre 1963**

*Texte officiel anglais.*

*Enregistré par l'Organisation mondiale de la santé le 15 novembre 1963.*

No. 6980. BASIC AGREEMENT<sup>1</sup> BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF JAMAICA FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE TO JAMAICA. SIGNED AT WASHINGTON, ON 12 JULY 1963, AND AT KINGSTON, ON 25 SEPTEMBER 1963

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The World Health Organization (hereinafter referred to as "the Organization"), and

The Government of Jamaica (hereinafter referred to as "the Government"),

*Considering* the objective and functions of the Organization as set forth in Chapters I and II of its Constitution, signed at New York on 22 July 1946,<sup>2</sup> and the resolution adopted by the Fourth World Health Assembly, on 24 May 1951, relating to the costs to be borne by recipient Governments,

*Desiring* to promote the health of the inhabitants of Jamaica in the spirit of Chapters XI and XII of the Charter of the United Nations and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be assumed and the services which shall be provided by the Organization and the Government,

*Declaring* that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

Have agreed as follows :

*Article I*

FURNISHING OF TECHNICAL ADVISORY ASSISTANCE

1. The Organization shall, subject to the provisions of the present Basic Agreement and to the availability of funds, render such technical advisory assistance as shall be

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<sup>1</sup> Came into force on 25 September 1963, upon signature, in accordance with article VI (1).

<sup>2</sup> United Nations, *Treaty Series*, Vol. 14, p. 185 ; Vol. 15, p. 447 ; Vol. 16, p. 364 ; Vol. 18, p. 385 ; Vol. 23, p. 312 ; Vol. 24, p. 320 ; Vol. 26, p. 413 ; Vol. 27, p. 402 ; Vol. 29, p. 412 ; Vol. 31, p. 480 ; Vol. 34, p. 417 ; Vol. 44, p. 339 ; Vol. 45, p. 326 ; Vol. 53, p. 418 ; Vol. 54, p. 385 ; Vol. 81, p. 319 ; Vol. 88, p. 427 ; Vol. 131, p. 309 ; Vol. 173, p. 371 ; Vol. 180, p. 298 ; Vol. 241, p. 483 ; Vol. 264, p. 326 ; Vol. 293, p. 334 ; Vol. 328, p. 286 ; Vol. 358, p. 247 ; Vol. 375, p. 341 ; Vol. 376, p. 404 ; Vol. 377, p. 380 ; Vol. 380, p. 384 ; Vol. 381, p. 350 ; Vol. 383, p. 312 ; Vol. 384, p. 328 ; Vol. 385, p. 361 ; Vol. 387, p. 324 ; Vol. 389, p. 306 ; Vol. 390, p. 333 ; Vol. 391, p. 317 ; Vol. 411, p. 294 ; Vol. 419, p. 342 ; Vol. 424, p. 319 ; Vol. 425, p. 301 ; Vol. 429, p. 252 ; Vol. 442, p. 296 ; Vol. 443, p. 311 ; Vol. 450, p. 406 ; Vol. 455, p. 441, and Vol. 456, p. 485.

requested by the Government and approved by the Organization in Supplementary Agreements with mutually agreeable plans of operation.

2. The Organization shall consult with the Government regarding the appointment of advisers under any Supplementary Agreements.

2.1. The advisers appointed by the Organization shall be responsible to the Organization and under its supervision and direction. Should, however, an adviser be required to perform executive or administrative functions, special arrangements will be negotiated with the Government.

2.2. The advisers appointed shall make every effort to instruct local technical staff associated with them in the methods, techniques, and practices of their work and in the principles upon which these are based. The Government shall, wherever practicable, assign technical staff to the program for this purpose.

3. The Organization shall give sympathetic consideration to candidates nominated by the Government for fellowships and scholarships, in accordance with administrative procedures established by the Organization.

4. The Organization may, as part of the technical advisory assistance furnished under Supplementary Agreements, make arrangements to carry out laboratory or other tests, experiments, or research outside the country.

5. Such technical advisory assistance shall be furnished and received in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board, and other organs of the Organization.

6. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer.

7. The technical advisory assistance rendered pursuant to the terms of this Agreement is in the exclusive interest and for the exclusive benefit of the Government of Jamaica. In recognition thereof, the Government shall undertake to bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Government shall indemnify and hold harmless the Organization and its advisers, agents, or employees against any and all liability suits, actions, demands, damages, costs or fees on account of death, injuries to persons or property, or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement, except where it is agreed on by the Government and the Organization that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.