

No. 7445

**WORLD HEALTH ORGANIZATION
and
KENYA**

Basic Agreement for the provision of technical advisory assistance. Signed at Brazzaville, on 20 April 1964, and at Nairobi, on 23 June 1964

Official text : English.

Registered by the World Health Organization on 28 October 1964.

**ORGANISATION MONDIALE DE LA SANTÉ
et
KENYA**

Accord de base concernant la fourniture d'une assistance technique de caractère consultatif. Signé à Brazzaville, le 20 avril 1964, et à Nairobi, le 23 juin 1964

Texte officiel anglais.

Enregistré par l'Organisation mondiale de la santé le 28 octobre 1964.

No. 7445. BASIC AGREEMENT¹ BETWEEN THE WORLD HEALTH ORGANIZATION AND THE GOVERNMENT OF KENYA FOR THE PROVISION OF TECHNICAL ADVISORY ASSISTANCE. SIGNED AT BRAZZAVILLE, ON 20 APRIL 1964, AND AT NAIROBI, ON 23 JUNE 1964

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

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

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory assistance, and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be provided by the Government and the Organization ;²

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly co-operation,

Have agreed as follows :

Article I

FURNISHING OF TECHNICAL ADVISORY ASSISTANCE

1. The Organization shall render technical advisory assistance to the Government, subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall co-operate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory assistance.
2. 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.
3. Such technical advisory assistance may consist of :

¹ Came into force on 23 June 1964, upon signature, in accordance with article VI (1).

² According to information received from the World Health Organization, the last part of this sentence should read : "... and the responsibilities which shall be assumed and the services which shall be provided by the Government and the Organization ;".

- (a) making available the services of advisers in order to render advice and assistance to or through the Government ;
 - (b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed ;
 - (c) awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country ;
 - (d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon ;
 - (e) providing any other form of technical advisory assistance which may be agreed upon by the Organization and the Government.
4. (a) Advisers who are to render advice and assistance to or through the Government shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization.
- (b) In the performance of their duties, the advisers shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the Organization and the Government.
- (c) The advisers shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.
5. 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.
6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed 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.