

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1974 Nr. 96

A. TITEL

*Overeenkomst inzake het fonds voor de bestrijding van rivierblindheid
(onchocerciasis);*

Washington, 1 maart 1974

B. TEKST

Onchocerciasis 1974 Fund Agreement

Agreement between the Governments of Canada, the Republic of France, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the United States of America, the International Bank for Reconstruction and Development (the Bank), the International Development Association (the Association), the United Nations Development Programme (UNDP) and the World Health Organization (WHO)

Whereas (A) the Report of the Mission for Preparatory Assistance to the Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta (hereinafter referred to collectively as the Participating Governments) proposes a strategy for Onchocerciasis Control in the Volta River Basin Area and for the future economic development of reclaimed areas (hereinafter called the Programme);

(B) on November 1, 1973, the Participating Governments entered into an Agreement Governing the Operations of the Onchocerciasis Control Programme in the Volta River Basin Area (attached as Annex I hereto) ¹⁾ to which WHO is also a Party and, pursuant

¹⁾ De bijlagen zijn niet afgedrukt.

to such Agreement have endorsed the role of (i) the Bank to assist in finding external assistance to finance the cost of the Programme and (ii) WHO to act as the Executing Agency for the carrying out of the Programme;

(C) it is expected that certain governments and organizations will soon consider the means to contribute to the financing of the first six year phase of the Programme but that some time may lapse before arrangements to that effect will be agreed upon;

(D) it is essential that before the arrangements referred to in (C) above are concluded, work on operations forming part of the first phase of the Programme, which have so far been financed by a number of contributors, including the United Nations Development Programme, the European Development Fund, the Republic of France and the Federal Republic of Germany, be not interrupted for lack of funds;

(E) each of the Governments of Canada, the Republic of France, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland and the United States of America, and the Bank and/or the Association have agreed to assist in the financing of the cost, at present evaluated at about seven million five hundred thousand dollars (US\$ 7,500,000), of services, buildings and equipment relating to the operations for the calendar year 1974 (hereinafter called the Initial Stage of the Programme) described in Annex II ¹⁾ to this Agreement, by contributing the amount specified opposite its name below:

Canada	Can\$	500,000
France	F	5,000,000
Netherlands	US\$	1,000,000
United Kingdom	£	425,000
United States	US\$	1,000,000
The Bank	US\$	375,000
The Bank and/or the Association	US\$	375,000

(F) each of the Governments of the Federal Republic of Germany and the United States of America (hereinafter, collectively with the Governments listed in (E) above and any government which would accede to this Agreement, called the Donors) has indicated its intention, subject to legislative approval or other action, to contribute additional amounts for the financing of the Initial Stage of the Programme.

(G) (i) WHO has agreed to act as Executing Agency in carrying out the Programme, including its Initial Stage, and (ii) the Bank

¹⁾ De bijlagen zijn niet afgedrukt.

has agreed at the request of the Donors to establish and administer an Onchocerciasis Special Account (hereinafter called the Account) consisting of the contributions set forth in (E) above;

Now therefore, the parties hereto agree as follows:

Article I

The Account; Contributions to the Account; Disbursements from the Account

Section 1.01. The Bank shall open the Account on its books and shall, on the date of entry into force of this Agreement, pay and credit thereto an amount in various currencies equivalent to United States dollars three hundred and seventy five thousand (US\$ 375,000). The Bank shall credit to the Account: (i) the amount of each Donor's contribution as the same shall from time to time be transferred to the Bank for the purposes of this Agreement, and (ii) out of its own funds and/or funds contributed by the Association such additional amounts in various currencies not to exceed in the aggregate the equivalent of United States dollars three hundred seventy-five thousand (US\$ 375,000) between July 1 and December 1, 1974. All monies credited to the Account shall be used only for the purposes and in accordance with the provisions of this Agreement.

Section 1.02. (a) Upon the entry into force of this Agreement the Bank shall promptly notify each of the Donors referred to in paragraph (a) of Section 4.01 of this Agreement of the amounts required to be paid by it by a specified date as part of its contribution to the Account to cover the estimated payments to be made by WHO during the quarterly periods referred to in Section 1.05 of this Agreement.

(b) Upon the date on which this Agreement shall, in accordance with the provisions of paragraph (b) of Section 4.01 of this Agreement, take effect in respect of any Donor other than those referred to in the preceding paragraph of this Section, the Bank shall promptly notify each such Donor of the amount required to be paid by it by a specified date as part of its contribution to cover the estimated payments to be made by WHO during the quarterly period, or the remaining balance thereof, referred to in Section 1.05 of this Agreement.

(c) To the extent possible over the nine month period ending September 30, 1974, the Bank shall request the Donors to pay the amounts referred to in this Section substantially *pro rata* to the respective amounts of their total contributions to the Account.

Section 1.03. The Account and all monies credited thereto shall be held in trust and kept separate and apart from all other accounts and assets of the Bank.

Section 1.04. The Bank shall pay to, or on the order of, WHO out of the monies in the Account for payments to be made by WHO pursuant to this Agreement after the date of its entry into force (and payments made by WHO before that date but after January 1, 1974).

Section 1.05. When WHO shall desire to withdraw any amount from the Account, 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; provided, however, that WHO shall be entitled to include in the first application amounts paid by it between January 1, 1974 and the date of such application.

Section 1.06. The Bank shall send to each of the Donors a quarterly report containing appropriate information with respect to disbursements of, and balances in, the Account.

Article II

Undertakings of UNDP

Section 2.01. UNDP shall, subject to its internal policies and procedures and pursuant to an agreement to be concluded with the Participating Governments, provide and bear the cost of expenditures for training and chemotherapeutic research during the Initial Stage of the Programme at present evaluated at about three hundred thousand dollars (US\$ 300,000).

Article III

Undertakings of WHO

Section 3.01. (a) Amounts disbursed from the Account shall be used by WHO exclusively to finance the cost of goods and services required to carry out the Initial 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 Account.

Section 3.02. WHO shall not incur obligations against the Account in excess of the amount of funds committed to the Account.

Section 3.03. WHO shall prepare for the Donors a semi-annual report containing appropriate information concerning the progress made in carrying out the Initial Stage of the Programme.

Article IV

Effective Date; Termination

Section 4.01. (a) This Agreement shall remain open for signature until July 1, 1974, or such other date as the Bank and/or the Association and WHO may determine and shall enter into force and effect on the date on which it shall have been signed without reservation by the Bank, the Association, UNDP, WHO and Donors indicating contributions in an amount of not less than the equivalent of United States dollars three million seven hundred fifty thousand (US\$ 3,750,000). The Bank shall, on such date, notify all the other Parties named in the Preamble to this Agreement that it has opened the Account in accordance with the provisions of Section 1.01 of this Agreement.

(b) This Agreement shall take effect in respect of each of the Donors other than those referred to in paragraph (a) of this Section on: (i) the date on which each such Donor shall sign it without reservation, or (ii) if such Donor has signed it with reservation as to acceptance, on the date on which such Donor shall have notified the Bank of its acceptance. The Bank shall promptly after such date notify each of the other Parties to this Agreement.

Section 4.02. (a) This Agreement may be terminated by the Bank and/or WHO, after consultation with the Donors, by at least 90 days' notice in writing to the other Parties to this Agreement.

(b) Without any limitation upon the provisions of paragraph (a) of this Section, this Agreement shall terminate: (i) upon the completion of the Initial Stage of the Programme or (ii) upon disbursement from the Account of all amounts due to be disbursed from it under the provisions of this Agreement or (iii) upon the entry into force of new arrangements satisfactory to the Parties hereto for the financing of the Programme, whichever is earlier.

Section 4.03. Any monies remaining in the Account upon the completion of the Initial Stage of the Programme shall, to the extent that new arrangements shall have been made for the financing of the Programme and the Donors are in agreement therewith, be disposed of in accordance with the provisions of such arrangements. Failing such agreement by any Donor or termination of this Agreement pursuant to Section 4.02(a) of this Agreement, the Parties shall consult together as to the disposal of any monies remaining in the Account or goods purchased with the proceeds thereof.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names upon the dates below indicated.

Canada

By /s/ CLAUDE M. ISBISTER

Authorized Representative

Dated February 14, 1974

Republic of France

By /s/ JACQUES-HENRI WAHL

Authorized Representative

Dated March 8, 1974

Kingdom of the Netherlands

By /s/ ALBRECHT N. VAN AERSSSEN BEIJEREN VAN
VOSHOL

Authorized Representative

Dated February 15, 1974

United Kingdom of Great Britain
and Northern Ireland

By /s/ ANTHONY KEITH RAWLINSON

Authorized Representative

Dated March 1, 1974

United States of America

By /s/ SAMUEL C. ADAMS, JR.

Authorized Representative

Dated March 1, 1974

International Bank for Reconstruction
and Development

By /s/ E. PETER WRIGHT

Dated February 14, 1974

International Development Association

By /s/ E. PETER WRIGHT

Dated February 14, 1974

United Nations Development Programme

By /s/ JOHN M. SAUNDERS

Dated 1 March, 1974

World Health Organization

By /s/ ABRAHAM HORWITZ

Dated February 15, 1974

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 62, eerste lid, letter c, van de Grondwet niet de goedkeuring van de Staten-Generaal alvorens in werking te kunnen treden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zijn ingevolge artikel IV, sectie 4.01, letter a, in werking getreden op 1 maart 1974.

Wat het Koninkrijk der Nederlanden betreft, geldt de Overeenkomst alleen voor Nederland.

J. GEGEVENS

Van de op 27 december 1945 te Washington tot stand gekomen Overeenkomst betreffende de Internationale Bank voor Herstel en Ontwikkeling, welke instelling Partij is bij de onderhavige Overeenkomst, zijn de Engelse tekst en de vertaling in het Nederlands geplaatst in *Stb.* G 278. Zie ook, laatstelijk, *Trb.* 1966, 212.

Van de op 26 januari 1960 te Washington tot stand gekomen Overeenkomst betreffende de Internationale Ontwikkelingsassociatie, welke instelling Partij is bij de onderhavige Overeenkomst, zijn tekst en vertaling geplaatst in *Trb.* 1960, 142. Zie ook, laatstelijk, *Trb.* 1966, 195.

Het Ontwikkelingsprogramma van de Verenigde Naties (UNDP), Partij bij de onderhavige Overeenkomst, is tot stand gekomen bij Resolutie nr. 2029 (XX), aangenomen door de Algemene Vergadering der Verenigde Naties op 22 november 1965.

Van het op 22 juli 1946 te New York tot stand gekomen Statuut van de Wereldgezondheidsorganisatie, welke organisatie Partij is bij de onderhavige Overeenkomst, zijn de Franse en de Engelse tekst, benevens de vertaling in het Nederlands, geplaatst in *Stb.* I 182. Zie ook, laatstelijk, *Trb.* 1973, 149.

Het Europees Ontwikkelingsfonds, naar welk fonds in de preambule tot de onderhavige Overeenkomst wordt verwezen, is ingesteld bij artikel 1, eerste lid, van het op 29 juli 1969 te Jaende tot stand gekomen Intern Akkoord tussen de Lid-Staten van de Europese Economische Gemeenschap betreffende de financiering en het beheer van de steun van de Gemeenschap. (Tekst in *Trb.* 1970, 5; zie ook *Trb.* 1971, 17).

Van het Statuut van de Voedsel- en Landbouworganisatie der Verenigde Naties, naar welke organisatie wordt verwezen in Bijlage I bij

de onderhavige Overeenkomst, zijn de Engelse tekst en een vertaling in het Nederlands geplaatst in *Stb.* I 77. Zie ook, laatstelijk, *Trb.* 1974, 56.

Uitgegeven de *elfde* juni 1974.

De Minister van Buitenlandse Zaken,
M. VAN DER STOEL.