

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1975 Nr. 145

A. TITEL

*Overeenkomst inzake het fonds voor de bestrijding van
rivierblindheid (onchocerciasis);
Washington, 7 mei 1975*

B. TEKST ¹⁾

Onchocerciasis Fund Agreement

Agreement between the Governments of the Kingdom of Belgium, Canada, the Republic of France, the Federal Republic of Germany, Japan, Kuwait, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the United States of America, the African Development Bank (AFDB), 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 (hereinafter called the Operational Agreement and attached as Annex II hereto) to which WHO is also a Party and, pursuant to such Agreement,

¹⁾ De Franse tekst is niet afgedrukt.

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) pursuant to the Onchocerciasis 1974 Fund Agreement, certain governments and organizations parties thereto agreed to undertake certain obligations regarding the carrying out and the financing of operations relating to the Programme for the calendar year 1974;

(D) a plan of action for the years 1974-1979 of the Programme (hereinafter called the first stage of the Programme) has been prepared and is appended hereto as Annex I;

(E) pursuant to a Memorandum of Understanding dated February 11, 1975 (hereinafter called the Memorandum of Understanding, appended hereto as Annex III) describing certain of the major features of the management structures for the Programme, certain governments and organizations (whose names are listed in Appendix 1 to the Memorandum of Understanding) have organized a group entitled the Joint Co-ordinating Committee;

(F) each of the Governments party to this Agreement, the AFDB, the Bank and/or the Association and the UNDP have agreed to assist in the financing of the cost of the first stage of the Programme, at present evaluated at about fifty-four million dollars;

(G) (i) WHO has agreed to act as Executing Agency in carrying out the Programme; and (ii) the Bank has agreed to establish and administer an Onchocerciasis Fund consisting of the contributions of donor governments and institutions;

Now therefore, the parties hereto agree as follows:

Article I

Definitions

Section 1.01. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement:

(1) "Onchocerciasis 1974 Fund Agreement" means the agreement dated March 1, 1974 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 Bank, the Association, the UNDP and WHO, which agreement has been acceded to by the Federal Republic of Germany on August 14, 1974, the Republic of Iraq on October 4, 1974 and the Kingdom of Belgium on January 22, 1975.

(2) "Parties" means the Governments and institutions named in the Preamble to this Agreement and any other government or institution which shall become a party to this Agreement pursuant to Article X.

(3) "Contributing Parties" means those Parties who agree to make contributions to the Fund pursuant to this Agreement.

(4) "Fund" means the Onchocerciasis Fund established by this Agreement.

(5) "JCC" means the Joint Co-ordinating Committee constituted pursuant to the Memorandum of Understanding.

Article II

Establishment of the Onchocerciasis Fund

Section 2.01. There is hereby established the Onchocerciasis Fund, constituted by the monies which the Contributing Parties shall from time to time contribute to the Fund in accordance with the provisions of this Agreement, together with any additions thereto and any other assets or receipts of the Fund, to be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

Section 2.02. The Fund and its assets and accounts shall be kept separate and apart from all other accounts and assets of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

Section 2.03. The Bank shall exercise the same care in the administration and management of the Fund and in the discharge of its other functions under this Agreement as it exercises in respect of the administration and management of its own affairs.

Article III

Contributions to the Fund; Disbursements from the Account; Annual Report

Section 3.01. (a) Each of the Governments specified below and the Bank have paid to the Account opened by the Bank for the purposes of Onchocerciasis 1974 Fund Agreement the amount specified opposite its name below:

Belgium	BF 5,000,000
Canada	Can\$ 500,000
France	F 5,000,000
Federal Republic of Germany	DM 3,000,000

Iraq	US\$ 50,000
Netherlands	US\$ 1,000,000
United Kingdom	£ 425,000
United States	US\$ 1,000,000
The Bank	US\$ 375,000
The Association	US\$ 375,000

(b) Any monies credited to the Account referred to in paragraph (a) of this Section and remaining undisbursed on the date of entry into force of this Agreement shall be credited to the Fund by the Bank.

Section 3.02. (a) The Federal Republic of Germany has obtained parliamentary approval to make additional contributions to the Fund and to pay, subject to possible adjustments pursuant to Section 3.03 of this Agreement, the following amounts in the years specified below, namely:

year 1975	DM 3,000,000
year 1976	DM 3,000,000
year 1977	DM 4,000,000

(b) The Republic of France has indicated that it is in a position to make a total contribution to the Fund of twenty-six million French Francs (F 26,000,000) to meet the cost of the first stage of the Programme, i.e. approximately ten per cent (10%) of such cost.

(c) Canada has undertaken, subject to the annual approval of Parliament, to make a contribution to the Fund in the amount of three million Canadian dollars (Can\$ 3,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(d) Kuwait has undertaken to make a contribution to the Fund in the amount of six million United States Dollars (US\$ 6,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(e) The Netherlands has undertaken, subject to parliamentary approval, to make a total contribution to the Fund in the amount of six million United States dollars (US\$ 6,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(f) The United Kingdom has undertaken to make an additional contribution to the Fund in an amount which, when taken together with its previous contribution of £ 425,000, will correspond to two-fifteenths of the expenditures arising in the Programme in the year 1974 and one-tenth of those arising in the year 1975. The United Kingdom has also indicated that it will sympathetically consider making further contributions to the Fund in respect of costs during the first stage of the Programme.

(g) Subject to the approval of the Executive Directors of the Bank and/or the Association, the President of the Bank and the Association has undertaken that the Bank and/or the Association make additional contributions to the Fund up to an amount corresponding to ten per cent (10%) of the cost of the first stage of the Programme.

(h) The AFDB has agreed to contribute to the Fund, by the way of grant, nine hundred thousand (900,000) units of account to meet expenditures for the carrying out of the first stage of the Programme.

(i) Each of the Contributing Parties specified below undertakes, subject to legislative approval or other action, to contribute to the Fund for the year 1975 the amount specified opposite its name below:

Belgium	BF	10,000,000
Japan	US\$	500,000
United States	US\$	1,000,000

(j) Each of the Contributing Parties specified in paragraph (i) of this Section will sympathetically consider making additional contributions to the Fund in each year of the Programme commencing January 1, 1976, all in accordance with the recommendations contained in the proposed plan of action and the estimated budget for each year prepared by WHO pursuant to Section 4.04 of this Agreement.

Section 3.03. (a) At the time of the annual meeting of the JCC or as soon as possible thereafter, an understanding shall be reached between the Bank and each Contributing Party on the amount, if any, expected to be contributed by it during the following year and on the time or times at which payment should be made, such understanding to be subject, as necessary, to the approval of the appropriate legislative authorities.

(b) The Bank may include in its estimates of the amounts required to be paid in any year pursuant to this Section such sums as it shall consider necessary or desirable to establish and maintain a reasonable reserve against an excess of actual expenditures over the estimates of such expenditures.

Section 3.04. The Contributing Parties agree to accept the Bank's decisions as to the estimated requirements of the Fund, and of the reserve required, for the purposes of this Agreement.

Section 3.05. (a) The Bank shall within 90 days after December 31, 1975 and each December 31 thereafter send to each of the Contributing Parties and to the Steering Committee a statement of contributions to, receipts of, and disbursements from, the Fund. The

Bank shall, as soon as possible thereafter, send to such Contributing Parties and to the Steering Committee a supplementary statement certified by the Bank's external auditors.

(b) The Bank shall, within 30 days after June 1, 1975 and each June 1 thereafter, send to each of the Contributing Parties and to the Steering Committee an interim statement of contributions to, receipts of, and disbursements from, the Fund.

Section 3.06. The Bank shall pay to, or on the order of, WHO out of the monies in the Fund amounts for payment to be made by WHO for the Programme in accordance with the provisions of this Agreement.

Section 3.07. When WHO shall desire to withdraw any amount from the Fund, 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.

Article IV

Undertakings of WHO

Section 4.01. WHO shall continue to serve as Executing Agency for the Programme and in that capacity to carry out those functions described in the Operational Agreement.

Section 4.02. (a) Amounts disbursed from the Fund shall be used by WHO exclusively to finance the cost of goods and services required to carry out the first 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 Fund.

Section 4.03. WHO shall not, in respect of any year of the first stage of the Programme, incur obligations against the Fund in excess of the amount of funds committed to the Fund.

Section 4.04. (a) WHO shall submit to the Steering Committee (i) a report containing appropriate information concerning the progress made in carrying out the first stage of the Programme and (ii) an estimated budget for the following year.

(b) The Steering Committee will review those documents in turn to allow their distribution to all members of the JCC not less than 30 days before the date of the annual meeting of the JCC.

Article V

Undertaking of UNDP

Section 5.01. UNDP shall, subject to its internal policies, its procedures, the availability of funds and pursuant to an agreement to be concluded with the Participating Governments, provide and bear the cost of expenditures for training and chemotherapeutic research. UNDP's participating during the first three years of the Programme is at present set at one million two hundred thousand dollars (US\$ 1,200,000).

Article VI

Consultation and Termination

Section 6.01. The following events are hereby specified as events for the purposes of Section 6.02 of this Agreement:

(a) WHO shall have determined that a situation exists which makes it improbable that the first stage of the Programme can be completed;

(b) the Bank shall have determined that the resources of the Fund are insufficient to meet the estimated cost of the first stage of the Programme; or

(c) WHO and/or the Bank shall have determined that circumstances have arisen which make it impossible, or impracticable, for WHO and/or the Bank to carry on their respective duties hereunder in an efficient manner.

Section 6.02. (a) If any of the events specified in Section 6.01 of this Agreement shall have happened, WHO and/or the Bank shall promptly notify the other Parties hereto and the Bank may by notice to said Parties suspend disbursements from the Fund in whole or in part, provided, however, that such suspension, if any, shall not apply to amounts relating to obligations theretofore incurred by WHO for the first stage of the Programme.

(b) The Parties hereto shall forthwith consult with one another concerning measures to be taken to correct the situation. A majority of the Contributing Parties shall have the power to decide that any suspension imposed by the Bank pursuant to subsection (a) of this Section 6.02 shall be removed. The Bank shall act in accordance with such decision; pending such decision the suspension shall continue.

(c) If (i) any of the events specified in Section 6.01 (a) and (b) of this Agreement shall continue and a similar majority of the contri-

buting Parties shall decide that it is not likely to be corrected; or (ii) WHO and/or the Bank, after consultation with the other Parties, shall decide that the circumstances specified in Section 6.01 (c) of this Agreement are not likely to be corrected and shall so notify the other Parties, the obligations of (A) the Parties to make contributions to the Fund and (B) WHO and the Bank under this Agreement shall cease, subject: (i) in the case of the Bank to subsection (d) of this Section; and (ii) in the case of the Contributing Parties to pay their respective contributions to the Fund to the extent required to enable WHO to make payments on account of obligations theretofore incurred by WHO for the first stage of the Programme.

(d) The Bank, promptly after termination of its obligations pursuant to subsection (c) of this Section and after making provision for amounts to be paid by WHO on account of obligations theretofore incurred by WHO for the first stage of the Programme, shall transfer all monies and other assets then remaining in the Fund to such person or entity as the other Parties shall designate to the Bank for the purpose of this Section or, failing such designation within six months after the date of the Bank's notice, to the Contributing Parties in the manner prescribed in Section 6.04 of this Agreement.

Section 6.03. Subject to Section 6.04 hereof, this Agreement, unless sooner terminated pursuant to Section 6.02 (c) hereof, shall terminate upon completion of the first stage of the Programme or upon disbursement from the Fund of all amounts required to meet payments to be made by WHO for the first stage of the Programme, whichever is earlier.

Section 6.04. If at termination any amounts shall remain in the Fund not required to meet payments to be made by WHO, the Bank shall, after consultation with the other Contributing Parties, determine the amounts, times, methods and currencies of payment.

Article VII

Additional Parties and Contributions

Section 7.01. Any government, institution or entity not a Party to this Agreement, may in accordance with such arrangements as shall be agreed with the Bank, become a Contributing Party upon deposit with the Bank of an instrument stating that it accepts all the provisions hereof and agrees to be bound thereby.

Section 7.02. The Bank may receive on behalf of the Fund from any government, institution or entity, whether or not a Party, amounts not provided for herein to be held and used as part of the Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Bank may approve.

Kuwait:

Kuwait Development Fund
P.O. Box 2921
Kuwait, Kuwait

Cable Address: ALSUNDUK

Kingdom of the Netherlands:

Ministry of Foreign Affairs
Lange Houtstraat 27
The Hague
Netherlands

United Kingdom of Great Britain and
Northern Ireland:

Ministry of Overseas Development
Eland House, Stag Place
London SW1E 5DH
England

Cable Address: MINISTRANT

United States of America:

United States Agency for
International Development
State Department
320 21st Street, N.W.
Washington, D.C. 20523
United States of America

Cable Address: USAID

For the following organizations:

African Development Bank
P.O. Box 1387
Abidjan, Ivory Coast

Cable Address: AFDEV

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable Address: INTBAFRAD

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable Address: INDEVAS

United Nations Development
Programme
866 United Nations Plaza
New York, New York 10017
United States of America

Cable Address: UNDEVPRO

World Health Organization
1211 Geneva 27
Switzerland

Cable Address: UNISANTE

Article IX

Inconsistency with the Other Agreements

Section 9.01. If any provision of this Agreement is inconsistent with a provision of any other Agreements relating to the Programme, the provision of this Agreement shall govern.

Article X

Signature and Entry into Force

Section 10.01. This Agreement shall remain open for signature and acceptance on behalf of all the Parties named in the Preamble to this Agreement until June 30, 1975, or such later date as may be fixed by the Bank by notice to the other said Parties.

Section 10.02. (a) This Agreement shall enter into force on the date when it shall have been signed without reservation as to the acceptance by not less than ten of the Parties named in the Preamble to this Agreement. The Bank shall, on such date, notify all the Parties named in such Preamble.

(b) This Agreement shall take effect in respect of any other Party named in the Preamble to this Agreement or any other Party, on:
(i) the date on which each such Party shall sign it without reservation, or (ii) if such Party has signed it with reservation as to acceptance, on the date on which such Party shall have notified the Bank of its acceptance. The Bank shall promptly after such date notify each of the other Parties.

DONE at Washington, D.C., in two original copies, one in the English language and the other in the French language, both texts being equally authentic, to be deposited in the archives of the International Bank for Reconstruction and Development, which shall communicate certified copies thereof to each of the Parties signatory to this Agreement.

Kingdom of Belgium

By /s/ W. VAN CAUWENBERG

Authorized Representative

Dated May 7, 1975

Canada

By /s/ C. ISBISTER

Authorized Representative
Dated May 7, 1975

Republic of France

By /s/ J. WAHL

Authorized Representative
Dated May 7, 1975

Federal Republic of Germany

With reservation as to the acceptance

By /s/ N. HANSEN

Authorized Representative
Dated May 7, 1975

Japan

By /s/ TAKESHI YASUKAWA

Authorized Representative
Dated June 27, 1975

Kuwait

By /s/ J. AL-HASSANI

Dated May 7, 1975

Kingdom of the Netherlands

With reservation as to the acceptance

By /s/ A. N. VAN AERSSEN

Authorized Representative
Dated June 27, 1975

United Kingdom of Great Britain and Northern Ireland

By /s/ R. BROWNING

Authorized Representative
Dated May 7, 1975

United States of America

By /s/ D. PARKER

Authorized Representative

Dated May 7, 1975

African Development Bank

By /s/ OMAR A. ALI

Authorized Representative

Dated September 2, 1975

International Bank for Reconstruction and Development

By /s/ R. S. MC. NAMARA

Authorized Representative

Dated May 7, 1975

International Development Association

By /s/ R. S. MC. NAMARA

Authorized Representative

Dated May 7, 1975

United Nations Development Programme

By /s/ I. G. PATEL

Authorized Representative

Dated May 7, 1975

World Health Organization

By /s/ L. BERNARD

Authorized Representative

Dated May 7, 1975

Annex I**Plan of Action**

	<i>Total</i> <i>(US\$ equivalent)</i>
<i>Annual Costs</i>	
Programme Headquarters	4,204,200
Vector Control Operations	27,976,700
Epidemiological Evaluation	2,621,800
Technical Support and Liaison:	
WHO HQ and regional office	3,516,300
FAO HQ and regional office	448,600
Research Contracts and Training	5,401,500
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Total Annual Costs	44,169,100
<i>Capital Items</i>	
Buildings	1,420,000
Furniture	118,000
Vehicles	1,787,700
Technical Equipment	668,900
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Total Capital Items	3,994,600
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Sub-Total	48,163,700
<i>Contingency</i>	5,509,300
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Total	<u><u>53,673,000</u></u>

C. VERTALING**Overeenkomst inzake het fonds voor de bestrijding van rivierblindheid (onchocerciasis)**

Overeenkomst tussen de Regeringen van het Koninkrijk België, Canada, de Franse Republiek, de Bondsrepubliek Duitsland, het Keizerrijk Japan, de Staat Koeweit, het Koninkrijk der Nederlanden, het Verenigd Koninkrijk van Groot-Brittannië en Noord-Ierland, de Verenigde Staten van Amerika, de Afrikaanse Ontwikkelingsbank (AFDB), de Internationale Bank voor Herstel en Ontwikkeling (de Bank), de Internationale Ontwikkelingsassociatie (de Associatie), het Ontwikkelingsprogramma van de Verenigde Naties (UNDP) en de Wereldgezondheidsorganisatie (WHO)

Aangezien (A) in het Rapport van de Missie voor Voorbereidende Hulp aan de Regeringen van Dahomey, Ghana, Ivoorkust, Mali, Niger, Togo en Boven-Volta (hierna gemeenschappelijk aangeduid als de Deelnemende Regeringen) een programma wordt voorgesteld voor de bestrijding van rivierblindheid in het stroomgebied van de rivier de Volta, alsmede voor de toekomstige economische ontwikkeling van drooggelegde gebieden (hierna te noemen het Programma);

(B) op 1 november 1973 de Deelnemende Regeringen een Overeenkomst inzake de Werkzaamheden met betrekking tot het Programma voor de Bestrijding van Rivierblindheid in het Stroomgebied van de Volta hebben ondertekend (hierna te noemen Overeenkomst inzake de Uitvoeringswerkzaamheden, als Bijlage II aan deze Overeenkomst toegevoegd), bij welke Overeenkomst tevens de WHO Partij is, en ingevolge deze Overeenkomst de rol hebben bevestigd van (i) de Bank om te helpen bij het zoeken van buitenlandse hulp voor de financiering van de kosten voor het Programma, en van (ii) de WHO om op te treden als Uitvoerend Orgaan voor de uitvoering van het Programma;

(C) ingevolge de Overeenkomst van 1974 inzake het Fonds voor de Bestrijding van Rivierblindheid bepaalde, Partij zijnde, regeringen en organisaties bepaalde verplichtingen op zich hebben genomen ten aanzien van het uitvoeren en financieren van werkzaamheden, verband houdend met het Programma voor het kalenderjaar 1974;

(D) een plan de campagne voor de jaren 1974-1979 van het Programma (hierna te noemen de eerste fase van het Programma) is opgesteld en als Bijlage I aan deze Overeenkomst is toegevoegd;

(E) ingevolge een Memorandum van Overeenstemming d.d. 11 februari 1975 (hierna te noemen Memorandum van Overeenstemming, dat als Bijlage III bij deze Overeenkomst is gevoegd), waarin

bepaalde hoofdkenmerken van de beheersstructuren voor het Programma worden beschreven, bepaalde regeringen en organisaties (welker namen zijn vermeld in Bijlage 1 bij het Memorandum van Overeenstemming) een groep hebben gevormd onder de naam Gemengde Coördinatiecommissie;

(F) elk van de Regeringen die Partij zijn bij deze Overeenkomst, de AFDB, de Bank en/of de Associatie en het UNDP zijn overeengekomen bij te dragen in de financiering van de kosten van de eerste fase van het Programma, welke thans worden geraamd op ongeveer vierenvijftig miljoen dollar;

(G) (i) de WHO erin heeft toegestemd op te treden als Uitvoerend Orgaan voor de uitvoering van het Programma; en (ii) de Bank erin heeft toegestemd een Fonds voor de Bestrijding van Rivierblindheid in te stellen en te beheren, welk Fonds zal worden gevormd door giften van donor-regeringen en -instellingen;

Zijn de Partijen bij deze Overeenkomst derhalve als volgt overeengekomen:

Artikel I

Definities

Sectie 1.01. Tenzij in de context anderszins wordt vereist, hebben de onderstaande uitdrukkingen overal in deze Overeenkomst de volgende betekenis:

(1) Onder „de Overeenkomst van 1974 inzake het Fonds voor de Bestrijding van Rivierblindheid” wordt verstaan de Overeenkomst van 1 maart 1974 tussen de Regeringen van Canada, de Franse Republiek, het Koninkrijk der Nederlanden, het Verenigd Koninkrijk van Groot-Brittannië en Noord-Ierland, de Verenigde Staten van Amerika, de Bank, de Associatie, het UNDP en de WHO, tot welke Overeenkomst zijn toegetreden de Bondsrepubliek Duitsland op 14 augustus 1974, de Republiek Irak op 4 oktober 1974 en het Koninkrijk België op 22 januari 1975.

(2) Onder „Partijen” wordt verstaan de Regeringen en instellingen, genoemd in de Preambule tot deze Overeenkomst, en elke andere Regering of instelling die ingvolge artikel X partij wordt bij deze Overeenkomst.

(3) Onder „Bijdragende Partijen” wordt verstaan die Partijen die overeenkomen bij te dragen aan het Fonds ingvolge deze Overeenkomst.

(4) Onder „Fonds” wordt verstaan het Fonds voor de bestrijding van Rivierblindheid, dat door deze Overeenkomst wordt ingesteld.

(5) Onder „JCC” wordt verstaan de Gemengde Coördinatiecommissie, gevormd ingevolge het Memorandum van Overeenstemming.

Artikel II

Instelling van het Fonds voor de Bestrijding van Rivierblindheid

Sectie 2.01. Hierbij wordt ingesteld het Fonds voor de Bestrijding van Rivierblindheid, gevormd door de gelden, die de Bijdragende Partijen met geregelde tussenpozen bijdragen aan dit Fonds overeenkomstig het bepaalde in deze Overeenkomst, alsmede door eventuele aanvullende bijdragen en eventuele andere activa of ontvangsten van het Fonds, dat wordt beheerd en geadmistreerd door de Bank en slechts wordt gebruikt voor de doeleinden van deze Overeenkomst en in overeenstemming met het bepaalde hierin.

Sectie 2.02. Het Fonds en zijn activa en rekeningen worden afzonderlijk en gescheiden gehouden van alle andere rekeningen en activa van de Bank en worden afzonderlijk en op zodanige wijze als de Bank passend acht, aangeduid.

Sectie 2.03. De Bank betracht dezelfde zorgvuldigheid bij de administratie en het beheer van het Fonds en bij de vervulling van haar andere functies krachtens deze Overeenkomst als zij betracht ten aanzien van de administratie en het beheer van haar eigen zaken.

Artikel III

Bijdragen aan het Fonds; Betalingen ten laste van de Rekening; Jaarverslag

Sectie 3.01. (a) Ieder der hieronder genoemde Regeringen en de Bank heeft op de rekening die door de Bank is geopend voor de toepassing van de Overeenkomst van 1974 inzake het Fonds voor de Bestrijding van Rivierblindheid het hieronder achter haar naam vermelde bedrag gestort.

België	B.frs. 5.000.000
Canada	Can.\$ 500.000
Frankrijk	F.frs. 5.000.000
Bondsrepubliek Duitsland	DM 3.000.000
Irak	US\$ 50.000
Nederland	US\$ 1.000.000
Verenigd Koninkrijk	£ 425.000
Verenigde Staten	US\$ 1.000.000
de Bank	US\$ 375.000
de Associatie	US\$ 375.000

(b) Alle gelden, bijgeschreven op de in lid (a) van deze sectie bedoelde rekening en die nog niet zijn uitgegeven op de dag inwerkingtreding van deze Overeenkomst, worden door de Bank gestort in het Fonds.

Sectie 3.02. (a) De Bondsrepubliek Duitsland heeft parlementaire goedkeuring verkregen voor het verstrekken van aanvullende bijdragen aan het Fonds en, behoudens mogelijke aanpassingen ingevolge sectie 3.03 van deze Overeenkomst, voor het betalen van de volgende bedragen over de hieronder genoemde jaren:

jaar 1975	DM 3.000.000
jaar 1976	DM 3.000.000
jaar 1977	DM 4.000.000

(b) De Franse Republiek heeft medegedeeld dat zij een totale bijdrage van zesentwintig miljoen Franse francs (F.Frs. 26.000.000) aan het Fonds kan verstrekken als tegemoetkoming in de kosten van de eerste fase van het Programma, d.w.z. ongeveer tien procent (10%) van deze kosten.

(c) Canada heeft zich ertoe verbonden, behoudens de jaarlijkse goedkeuring van het Parlement, een bijdrage ter grootte van drie miljoen Canadese dollars (Can.\$ 3.000.000) aan het Fonds te verstrekken als tegemoetkoming in de onkosten voor de uitvoering van de eerste fase van het Programma;

(d) Koeweit heeft zich ertoe verbonden een bijdrage ter grootte van zes miljoen Amerikaanse dollars (US\$ 6.000.000) aan het Fonds te verstrekken als tegemoetkoming in de onkosten voor de uitvoering van de eerste fase van het Programma;

(e) Nederland heeft zich ertoe verbonden, behoudens parlementaire goedkeuring, een totale bijdrage ter grootte van zes miljoen Amerikaanse dollars (US\$ 6.000.000) aan het Fonds te verstrekken als tegemoetkoming in de onkosten voor de uitvoering van de eerste fase van het Programma;

(f) Het Verenigd Koninkrijk heeft zich ertoe verbonden een zodanige aanvullende bijdrage aan het Fonds te verstrekken, dat dit bedrag, gevoegd bij de voorafgaande bijdrage van £ 425.000, overeenkomt met twee vijftiende deel van de uitgaven voor het Programma in het jaar 1974 en met een tiende deel van de uitgaven voor het jaar 1975. Het Verenigd Koninkrijk heeft eveneens medegedeeld het verstrekken van verdere bijdragen aan het Fonds met betrekking tot de kosten tijdens de eerste fase van het Programma welwillend te zullen overwegen;

(g) Behoudens goedkeuring van de Bewindvoerders van de Bank en/of de Associatie, heeft de President van de Bank en de Associatie zich ertoe verbonden dat de Bank en/of de Associatie aanvullende bijdragen aan het Fonds zullen verstrekken, tot een bedrag, overeen-

komend met tien procent (10%) van de kosten van de eerste fase van het Programma;

(h) De AFDB heeft ermee ingestemd negenhonderdduizend (900.000) rekeneenheden aan het Fonds bij te dragen, in de vorm van een schenking, als tegemoetkoming in de uitgaven voor het uitvoeren van de eerste fase van het Programma.

(i) Ieder van de hieronder genoemde Bijdragende Partijen verbindt zich ertoe, behoudens parlementaire goedkeuring of anderszins, voor het jaar 1975 het hieronder achter haar naam vermelde bedrag aan het Fonds bij te dragen:

België	B.frs.	10.000.000
Japan	US\$	500.000
Verenigde Staten	US\$	1.000.000

(j) Ieder van de in lid (i) van deze sectie vermelde Bijdragende Partijen zal de verstrekking van aanvullende bijdragen aan het Fonds in elk jaar van het Programma van 1 januari 1976 af welwillend overwegen, geheel in overeenstemming met de aanbevelingen, vervat in het voorgestelde actieprogramma en de geschatte begroting voor elk jaar, opgesteld door de WHO ingevolge sectie 4.04 van deze Overeenkomst.

Sectie 3.03. (a) Tijdens de jaarlijkse bijeenkomst van de JCC, of zo spoedig mogelijk daarna, dient tussen de Bank en iedere Bijdragende Partij overeenstemming te worden bereikt ten aanzien van het bedrag dat naar verwachting in het volgende jaar door elke Partij zal worden bijgedragen en ten aanzien van het tijdstip of de tijdstippen waarop de betaling moet plaatsvinden, met dien verstande dat deze overeenstemming zo nodig wordt onderworpen aan de goedkeuring van de daartoe geëigende wetgevende autoriteiten.

(b) De Bank kan in haar ramingen van de bedragen die in enig jaar ingevolge deze sectie dienen te worden betaald, zodanige bedragen opnemen als zij noodzakelijk of wenselijk acht voor het vormen en in stand houden van een redelijke reserve voor het geval dat de werkelijke uitgaven de raming van deze uitgaven overschrijden.

Sectie 3.04. De Bijdragende Partijen komen overeen de beslissingen van de Bank te aanvaarden met betrekking tot de geschatte behoeften van het Fonds, en van de benodigde reserve, voor de toepassing van deze Overeenkomst.

Sectie 3.05. (a) Binnen 90 dagen na 31 december 1975 en elke 31ste december daarna zendt de Bank aan ieder van de Bijdragende Partijen, alsmede aan de Raad van Beheer, een lijst van bijdragen aan, ontvangsten van, en betalingen door het Fonds. De Bank zendt zo spoedig mogelijk daarna aan deze Bijdragende Partijen en aan de Raad van Beheer een aanvullende, door de externe accountants van de Bank gewaarmerkte lijst.

(b) Binnen 30 dagen na 1 juni 1975 en elke 1ste juni daarna zendt de Bank aan ieder van de Bijdragende Partijen, alsmede aan de Raad van Beheer, een tussentijdse lijst van bijdragen aan, ontvangsten van, en betalingen door het Fonds.

Sectie 3.06. De Bank dient aan, of in opdracht van, de WHO uit de gelden van het Fonds bedragen te betalen voor betalingen die door de WHO moeten worden verricht ten behoeve van het Programma overeenkomstig het bepaalde in deze Overeenkomst.

Sectie 3.07. Wanneer de WHO een bedrag wenst op te vragen uit het Fonds, dient zij een schriftelijk verzoek daartoe te richten aan de Bank. Tenzij de Bank en de WHO anders overeenkomen, wordt een dergelijk verzoek eenmaal per kwartaal gedaan ter wille van de betalingen die naar schatting in het volgende kwartaal dienen te worden verricht.

Artikel IV

Verbindenissen van de WHO

Sectie 4.01. De WHO blijft fungeren als Uitvoerend Orgaan ten behoeve van het Programma en blijft als zodanig die functies vervullen welke zijn omschreven in de Overeenkomst inzake de Uitvoeringswerkzaamheden.

Sectie 4.02. (a) Bedragen die uit het Fonds zijn opgenomen, worden door de WHO uitsluitend gebruikt voor het financieren van de kosten van goederen en diensten, nodig voor het uitvoeren van de eerste fase van het Programma.

(b) De WHO verschaft de Bank alle inlichtingen die de Bank binnen de grenzen van het redelijke verlangt met betrekking tot het besteden van de gelden die uit het Fonds worden opgenomen.

Sectie 4.03. De WHO mag, ten aanzien van enig jaar van de eerste fase van het Programma, geen verplichtingen aangaan op naam van het Fonds, die het bedrag van de in het Fonds gestorte gelden te boven gaan.

4.04. (a) De WHO verstrekt de Raad van Beheer (i) een rapport, bevattende ter zake dienende inlichtingen omtrent de voortgang bij het uitvoeren van de eerste fase van het Programma, en (ii) een begroting voor het volgende jaar.

(b) De Raad van Beheer zal die documenten op haar beurt bezien, zulks zodat de toezending ervan aan alle leden van de JCC ten minste 30 dagen voor de jaarlijkse bijeenkomst van de JCC kan plaatsvinden.

Artikel V

Verbintenis van het UNDP

Sectie 5.01. Het UNDP zorgt, met inachtneming van zijn interne beleid, zijn procedures, en de beschikbaarheid van middelen en ingevolge een met de Deelnemende Regeringen te sluiten overeenkomst, voor opleiding en chemotherapeutisch onderzoek en draagt de onkosten daarvan. Het aandeel van het UNDP gedurende de eerste drie jaren van het Programma is thans vastgesteld op één miljoen tweehonderdduizend dollar (US. \$ 1.200.000).

Artikel VI

Overleg en Beëindiging

Sectie 6.01. Hieronder worden de gevallen omschreven waarin sectie 6.02 van deze Overeenkomst van toepassing is:

(a) de WHO heeft vastgesteld dat er een situatie heerst die het onwaarschijnlijk maakt dat de eerste fase van het Programma kan worden voltooid;

(b) de Bank heeft vastgesteld dat de middelen van het Fonds ontoereikend zijn om de geraamde kosten van de eerste fase van het Programma te dekken; of

(c) de WHO en/of de Bank hebben/heeft vastgesteld dat er omstandigheden zijn ontstaan die het voor de WHO en/of de Bank onmogelijk of ondoenlijk maken hun/haar onderscheiden, hieronder vermelde taken op doeltreffende wijze voort te zetten.

Sectie 6.02. (a) Indien een van de in sectie 6.01 van deze Overeenkomst omschreven gevallen zich heeft voorgedaan, stellen/stelt de WHO en/of de Bank de andere Partijen bij deze Overeenkomst hiervan onmiddellijk in kennis en kan de Bank door mededeling hiervan aan deze Partijen de betalingen uit het Fonds geheel of gedeeltelijk opschorten, met dien verstande echter, dat een zodanige eventuele opschorting niet van toepassing is op bedragen die verband houden met de voordien door de WHO aangegane verplichtingen ten behoeve van de eerste fase van het Programma.

(b) De Partijen bij deze Overeenkomst plegen onmiddellijk onderling overleg over de te nemen maatregelen om de situatie te herstellen. Een meerderheid van de Bijdragende Partijen kan besluiten dat een eventuele ingevolge lid (a) van sectie 6.02 door de Bank opgelegde opschorting der betalingen wordt opgeheven. De Bank handelt overeenkomstig dit besluit; hangende een zodanig besluit blijft de opschorting van kracht.

(c) Indien (i) een van de in sectie 6.01 (a) en (b) van deze Overeenkomst omschreven gevallen voortduurt en een soortgelijke meerderheid van de Bijdragende Partijen besluit dat herstel van de situatie niet waarschijnlijk is; of (ii) de WHO en/of de Bank, na overleg met de andere Partijen, besluit(en) dat herstel van de in sectie 6.01 (c) van deze Overeenkomst omschreven omstandigheden niet waarschijnlijk is en zulks aan de andere Partijen ter kennis brengt/brengen, houden de verplichtingen van (A) de Partijen om bijdragen aan het Fonds te verstrekken en (B) de WHO en de Bank krachtens deze Overeenkomst, op te bestaan, behoudens (i) in het geval van de Bank het bepaalde in lid (d) van deze sectie, en (ii) in het geval van de Bijdragende Partijen het bepaalde omtrent betaling van hun onderscheiden bijdragen aan het Fonds, voor zover nodig om de WHO in staat te stellen betalingen te verrichten uit hoofde van voordien door de WHO aangegane verplichtingen voor de eerste fase van het Programma.

(d) De Bank draagt, onmiddellijk na het vervallen van de op haar rustende verplichtingen ingevolge lid (c) van deze sectie en nadat zij heeft voorzien in de bedragen die door de WHO dienen te worden betaald wegens voordien door haar aangegane verplichtingen voor de eerste fase van het Programma, alle gelden en andere activa die dan nog in het Fonds overblijven, over aan een zodanige persoon of een zodanig lichaam als de andere Partijen aan de Bank aanwijzen voor de toepassing van deze sectie of, bij gebreke van een dergelijke aanwijzing, binnen zes maanden na de datum van de kennisgeving door de Bank aan de Bijdragende Partijen, zulks op de in sectie 6.04 van deze Overeenkomst voorgeschreven wijze.

Sectie 6.03. Behoudens het bepaalde in sectie 6.04 verstrikt deze Overeenkomst, tenzij deze eerder wordt beëindigd ingevolge sectie 6.02 (c) van deze Overeenkomst, na voltooiing van de eerste fase van het Programma of na betaling uit het Fonds van alle bedragen, nodig voor de betalingen die de WHO dient te verrichten voor de eerste fase van het Programma, afhankelijk van de vraag welke van de twee tijdstippen het eerst valt.

Sectie 6.04. Indien bij het beëindigen van deze Overeenkomst nog bedragen in het Fonds overblijven, die niet nodig zijn voor door de WHO te verrichten betalingen, bepaalt de Bank, na overleg met de andere Bijdragende Partijen, ten aanzien van de betalingen, het bedrag, het tijdstip, de methode en de valuta.

Artikel VII

Uitbreiding van het aantal Partijen en aanvullende bijdragen

Sectie 7.01. Elke regering, instelling of organisatie die geen Partij is bij deze Overeenkomst, kan, in overeenstemming met zo-

danige regelingen als worden overeengekomen met de Bank, Bijdragende Partij worden na nederlegging bij de Bank van een document waarin de regering, instelling of organisatie verklaart dat zij alle bepalingen van deze Overeenkomst aanvaardt en ermee instemt dat zij hierdoor gebonden is.

Sectie 7.02. De Bank kan van elke regering, instelling of organisatie, ongeacht of deze Partij is bij deze Overeenkomst, ten behoeve van het Fonds bedragen ontvangen waarin deze Overeenkomst niet voorziet en die moeten worden beschouwd en gebruikt als deel van het Fonds met inachtneming van het bepaalde in deze Overeenkomst, in overeenstemming met de regelingen die hiermede niet in strijd zijn en die de Bank goedkeurt.

Artikel VIII

Kennisgevingen en verzoeken

Sectie 8.01. Kennisgevingen of verzoeken die krachtens deze Overeenkomst moeten of mogen worden gedaan, dienen schriftelijk te geschieden. Een zodanige kennisgeving of een zodanig verzoek wordt geacht naar behoren te zijn gedaan, wanneer de kennisgeving of het verzoek persoonlijk wordt overhandigd of geschiedt per post, telegram, telex of radiotelegram aan de Partij aan wie de kennisgeving of het verzoek moet of mag worden gedaan, op het in sectie 8.02 vermelde adres, of op een zodanig ander adres als een zodanige Partij heeft aangewezen door kennisgeving aan de Partij die zodanige kennisgeving of verzoek doet.

Sectie 8.02. De volgende adressen worden vermeld voor de toepassing van sectie 8.01:

Voor de Regeringen van:
het Koninkrijk België:

Administration Générale de la Coopération au Développement
Pl. du Champ de Mars 5
1050 Brussel, België

Canada:

Canadian International Development Agency
122 Bank Street
Ottawa, Ontario
Canada K1 AOG4 Telegramadres: CIDA

de Franse Republiek:

Fonds d'Aide et de Coopération
Ministère de la Coopération
20, rue Monsieur
75700 Parijs, Frankrijk Telegramadres: MINDELCOOP

de Bondsrepubliek Duitsland:

Bundesministerium für Wirtschaftliche Zusammenarbeit
 D.O. 53 Bonn 12, Postfach 120322
 Bondsrepubliek Duitsland Telegramadres: BMZ

Japan:

Ministerie van Buitenlandse Zaken
 Tokio
 Japan Telegramadres: GAIMUDAIJIN

Koeweit:

Kuwait Development Fund
 P.O. Box 2921
 Koeweit, Koeweit Telegramadres: ALSUNDUK

het Koninkrijk der Nederlanden:

Ministerie van Buitenlandse Zaken
 Lange Houtstraat 27
 's-Gravenhage
 Nederland

het Verenigd Koninkrijk van Groot-Brittannië en Noord-Ierland:

Ministry of Overseas Development
 Eland House, Stag Place
 Londen SW1E 5DH
 Engeland Telegramadres: MINISTRANT

de Verenigde Staten van Amerika:

United States Agency for International Development
 State Department
 320 21st Street, N.W.
 Washington, D.C. 20523
 Verenigde Staten Telegramadres: USAID

Voor de volgende organisaties:

African Development Bank
 P.O. Box 1387
 Abidjan, Ivoorkust Telegramadres: AFDEV
 International Bank for Reconstruction and Development
 1818 H Street, N.W.
 Washington, D.C. 20433
 Verenigde Staten Telegramadres: INTBAFRAD
 International Development Association
 1818 H Street, N.W.
 Washington, D.C. 20433
 Verenigde Staten Telegramadres: INDEVAS

United Nations Development Programme
866 United Nations Plaza
New York, New York 10017
Verenigde Staten

Telegramadres: UNDEVPRO

World Health Organization
1211 Genève 27
Zwitserland

Telegramadres: UNISANTE

Artikel IX

Strijdigheid met andere Overeenkomsten

Sectie 9.01. Indien enige bepaling van deze Overeenkomst strijdig is met een bepaling van enige andere Overeenkomst verband houdend met het Programma, prevaleert het bepaalde in deze Overeenkomst.

Artikel X

Ondertekening en inwerkingtreding

Sectie 10.01. Deze Overeenkomst blijft ten behoeve van alle in de Preambule tot deze Overeenkomst genoemde Partijen opengesteld voor ondertekening en aanvaarding tot 30 juni 1975, of tot een zodanige latere datum als door de Bank door kennisgeving aan de andere genoemde Partijen wordt vastgesteld.

Sectie 10.02. (a) Deze Overeenkomst wordt van kracht op de datum waarop zij zonder voorbehoud ten aanzien van de aanvaarding is ondertekend door ten minste tien der in de Preambule tot deze Overeenkomst genoemde Partijen. De Bank stelt op deze datum alle in deze Preambule genoemde Partijen hiervan in kennis.

(b) Deze Overeenkomst treedt ten aanzien van enige andere, in de Preambule tot deze Overeenkomst genoemde Partij of enige andere Partij in werking op (i) de dag waarop elke zodanige Partij de Overeenkomst zonder voorbehoud ondertekent, of (ii), indien een zodanige Partij de Overeenkomst onder voorbehoud ten aanzien van de aanvaarding heeft ondertekend, op de dag waarop deze Partij kennisgeving van haar aanvaarding heeft gedaan aan de Bank. De Bank doet onmiddellijk na deze datum hiervan mededeling aan elk van de andere Partijen.

GEDAAN te Washington, D.C., in twee oorspronkelijke exemplaren, één in de Engelse taal en het andere in de Franse taal, de beide

teksten zijnde gelijkelijk authentiek, welke dienen te worden neergelegd in de archieven van de Internationale Bank voor Herstel en Ontwikkeling, die gewaarmerkte afschriften van deze Overeenkomst doet toekomen aan elk van de Partijen die deze Overeenkomst ondertekenen.

(Zie voor de ondertekeningen blz. 11 e.v. van dit Tractatenblad.)

Bijlage I**Actieprogramma**

Totaal
(in US. \$)

Jaarlijkse kosten

Hoofdkantoor van het programma	4,204,200
Werkzaamheden bestrijding bacillendragers	27,976,700
Epidemiologische evaluatie	2,621,800
Technische hulp en verbinding	
Hoofdkantoor WHO en regionaal kantoor	3,516,300
Hoofdkantoor FAO en regionaal kantoor	448,600
Researchcontracten en opleiding	5,401,500
	<hr/>
Totale jaarlijkse kosten	44,169,100

Investeringsen

Gebouwen	1,420,000
Meubilair	118,000
Voertuigen	1,787,700
Technische uitrusting	668,900
	<hr/>

Totaal kapitaalgoederen 3,994,600

Subtotaal 48,163,700

Onvoorziene uitgaven

5,509,300

Totaal 53,673,000

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 60, tweede lid, van de Grondwet de goedkeuring van de Staten-Generaal alvorens te kunnen worden aanvaard.

E. BEKRACHTIGING

Aanvaarding is voorzien in artikel X, sectie 10.01, van de Overeenkomst.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zijn ingevolge artikel X, sectie 10.02 (a), in werking getreden op 7 mei 1975.

Voor enige andere Partij treedt de Overeenkomst ingevolge artikel X, sectie 10.02 (b), in werking op de dag waarop een zodanige Partij de Overeenkomst zonder voorbehoud ondertekent, of, indien een zodanige Partij de Overeenkomst onder voorbehoud ten aanzien van de aanvaarding heeft ondertekend, op de dag waarop deze Partij kennisgeving van haar aanvaarding heeft gedaan aan de Internationale Bank voor Herstel en Ontwikkeling.

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

J. GEGEVENS

Van de op 27 december 1945 te Washington tot stand gekomen Overeenkomst betreffende de Internationale Bank voor Herstel en Ontwikkeling, naar welke instelling onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, is de tekst geplaatst in *Trb.* 1956, 154; zie ook, laatstelijk, *Trb.* 1966, 212.

De Internationale Ontwikkelingsorganisatie, naar welke organisatie in de preambule tot de onderhavige Overeenkomst wordt verwezen, werd op 1 oktober 1959 opgericht tijdens een jaarlijkse vergadering van de Raad van Bestuur van de Internationale Bank voor Herstel en Ontwikkeling.

Het Ontwikkelingsprogramma van de Verenigde Naties, naar welke instelling onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, werd in november 1965 opgericht ingevolge resolutie 1020 (XXXVII) van de Economische en Sociale Raad van de Verenigde Naties, goedgekeurd door de Algemene Vergadering van de Verenigde Naties bij resolutie 2029 (XX).

Van het op 22 juli 1946 te New York tot stand gekomen Statuut van de Wereldgezondheidsorganisatie, naar welke organisatie onder meer in de preambule tot de onderhavige Overeenkomst wordt ver-

wezen, is de tekst geplaatst in *Trb.* 1952, 7; zie ook, laatstelijk, *Trb.* 1975, 81.

Van de op 1 maart 1974 te Washington tot stand gekomen Overeenkomst inzake het fonds voor de bestrijding van rivierblindheid (onchocerciasis), naar welke Overeenkomst in de preambule tot de onderhavige Overeenkomst wordt verwezen, is de tekst geplaatst in *Trb.* 1974, 96.

Op 1 november 1973 is te Accra een Overeenkomst tot stand gekomen tussen de Regeringen van Boven-Volta, Dahomey, Ghana, Ivoorkust, Mali, Niger en Togo en de Wereldgezondheidsorganisatie betreffende de werkzaamheden voortvloeiende uit het programma voor de bestrijding van rivierblindheid (onchocerciasis) in het Volta-bekken. De Engelse tekst van deze Overeenkomst (de in de preambule tot de onderhavige Overeenkomst vermelde Bijlage II) luidt als volgt:

**Agreement governing the operations of the Onchocerciasis
Control Programme in the Volta River Basin Area**

The Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta, (hereinafter referred to collectively as "the Participating Governments") and the World Health Organization, (hereinafter referred to as "WHO");

Considering that onchocerciasis, through the eyesight disorders it causes and the impairment of the physical condition of its victims, is one of the chief obstacles to the settlement and exploitation of the uninhabited fertile valleys of the Volta River Basin area in the territories of the Participating Governments;

Considering the strategy proposed in the Report of the Preparatory Assistance Mission to the Participating Governments for a Programme of Onchocerciasis Control in the Volta River Basin area and to prepare the way for the economic development of the reclaimed areas;

Considering the findings and conclusions of the Inter-Governmental Meeting held at State House, Accra, Ghana, from 30 October to 1 November 1973;

Have agreed to conclude the following Operational Agreement for an Onchocerciasis Control Programme in the Volta River Basin area.

Part I

Introduction and Programme Area

1. Introduction

The Onchocerciasis Control Programme in the Volta River Basin

area, (hereinafter referred to as "the Programme"), is planned as a collaborative undertaking between the Participating Governments to be carried out with agencies of the United Nations System and the support of the international community.

The Programme will be executed through management structures proposed by the United Nations Development Programme (UNDP), the Food and Agriculture Organization of the United Nations (FAO), the International Bank for Reconstruction and Development (IBRD) and WHO (hereinafter referred to collectively as "the Sponsoring Agencies").

The Participating Governments undertake to provide the Programme with full support and, upon the withdrawal of international assistance to the conclusion of the Programme, to consolidate and maintain its achievements in the public health and socio-economic development sectors.

The overall strategy for the Programme is set out in the Report of the Preparatory Assistance Mission to Governments (PAG) which was implemented by WHO, in association with FAO, and financed by UNDP, from 1971 to 1973, following the request of the Participating Governments.

Within the context of the twenty year Programme which it fully supports and the estimated cost of which is about US\$ 120 million, based on 1973 costings and exchange rates, IBRD has undertaken to use its best efforts to mobilize international resources in an amount estimated at about US\$ 41 million to finance the initial six year phase.

WHO has agreed to execute the Programme, in co-operation with the Participating Governments and in association with UNDP and FAO, which Agencies will assist in preparing the ground for the subsequent economic development projects. The Sponsoring Agencies are concluding the necessary interagency coordination agreements for the Programme.

2. Programme Area

In order to ensure the protection of as large and homogeneous a zone as possible at reasonable cost, taking into account the economic development potential of the areas concerned, the prevalence and clinical severity of onchocerciasis and the long flight range of the vector, *Simulium damnosum*, the northern boundary of the Programme area is set as the northern limit of the distribution of the vector and the southern boundary as the Volta and Kossou lakes. The eastern and western boundaries are those of the catchment areas situated between these two parallels.

In the north-west the area begins where the river Niger enters Mali and in the north-east it ends where the same river leaves Dahomey and Niger. It comprises the basins of the following water-courses:

In Mali

- right-bank tributaries of the Niger: Fié, Sankarani, La Faya, etc.;
- Baoulé, Bagoé and Banifing as far as their confluence;
- tributaries of the Bani, but not the Bani itself.

In Upper Volta

- Black Volta, Red Volta, White Volta, Oti-Pendjari, Comoé, Léraba and their tributaries;
- tributaries of the Niger in Upper Volta.

In Ivory Coast

- tributaries of the Niger;
- White Bandama and its tributaries as far as Lake Kossou;
- Nzi as far as the Katiola-Dabakala road;
- Comoé and its tributaries north of the eighth parallel;
- Black Volta.

In Ghana

- Black Volta, Red Volta, White Volta, Daka, Oti, Mô and their tributaries as far as Lake Volta, excluding the right-bank tributaries of the Black Volta downstream from Bamboi.

In Togo

- Oti-Pendjari and its tributaries, as far as Lake Volta;
- Mô and its tributaries.

In Dahomey

- Oti-Pendjari and its tributaries;
- tributaries of the Niger.

In Niger

- right-bank tributaries of the Niger.

Part II

Programme Objectives

The general objective of the Onchocerciasis Control Programme is to eliminate the disease as an obstacle to socio-economic development in the region concerned. More specifically, the objectives of the Programme will be as follows:

1. Immediate objectives

The immediate objectives of the Programme will be to interrupt transmission of the disease by eliminating the vector through periodic

aerial applications of larvicides involving no risk of lasting contamination of the environment, to implement the applied research and training programmes required for pursuing the long-term objectives of the Programme and to help the Participating Governments in preparing requests to multilateral and bilateral sources for the subsequent socio-economic development of the fertile areas freed from the disease.

The interruption of transmission of the disease will involve:

- organization of aerial larvicide applications;
- entomological surveillance of the treated areas;
- epidemiological evaluation of the results of the Programme;
- permanent monitoring of the long-term safety of the operations for the environment;
- preparation of treatment schedules for onchocerciasis patients, so that the parasite *Onchocerca volvulus* can be eliminated from subjects already infected and threatened with imminent blindness.

2. Long-term objectives

In the progressive elimination of the disease and the development of the reclaimed areas, the Programme will comprise applied research and manpower training components guaranteeing a high level of operational effectiveness and the training of the national personnel necessary for the proper execution of the Programme and the subsequent maintenance operations.

While covering the continuation of control operations against the vector, the Programme will provide for substantial development of activities in the field of onchocerciasis chemotherapy. The interruption of transmission of the disease, combined with the systematic treatment of inhabitants infected by the parasite will thus permit the development of the reclaimed fertile valleys while decreasing the recurrent cost of disease control to be borne by the Participating Governments.

The Programme will provide training for personnel at all levels in Simulium control, in the epidemiology and chemotherapy of the disease, in aerial treatment, and in environmental protection.

Part III

Institutional Provisions and Arrangements

The arrangements set forth below and as outlined in the structural chart included as Figure 1 at the end of this Part will form the basis for the management of the Programme.

1. Consultation and Coordination

1.1. National Committees for Onchocerciasis

As the major coordinating element at government level, a National Onchocerciasis Committee will be set up in each country as soon as possible before May 1974, the date when the first entomological surveillance networks are due to start operating.

Each Committee, comprising qualified representatives of the main national services concerned, will be invested with authority enabling it to act at the highest level and to command appropriate resources for:

(a) coordinating the action of all national services involved in the Programme and in the subsequent economic development projects;

(b) ensuring liaison between the Government and Programme headquarters;

(c) preparing and organizing a large-scale campaign to inform the population of the existence, methods and aims of the Programme;

(d) preparing the legislation and regulations required for the smooth running of the Programme, settlement, plans, and the economic development projects;

(e) encouraging studies in preparation for the development of the reclaimed areas;

(f) taking all appropriate measures to ensure that the results achieved at the end of the Programme are maintained;

(g) providing liaison with the National Committees of the other countries concerned.

The Programme Director will be closely associated with the coordination of the work of the different National Onchocerciasis Committees. The local representatives of the Sponsoring Agencies may be associated with the work of the respective National Onchocerciasis Committees in an advisory capacity.

1.2. Co-operation and Consultation

Without prejudice to the arrangements referred to in paragraph 6 of this Part, consultations between the Participating Governments, the Sponsoring Agencies and such other parties as may be appropriate may be held at the request of any one of the signatories to this Agreement or at the request of the Steering Committee.

2. Steering Committee

The Steering Committee set up in April 1972 by the executive heads of UNDP, FAO, IBRD and WHO and composed of representatives of the executive heads of these four Sponsoring Agencies will continue to act as the organ for the guidance and co-ordination

of action by the Sponsoring Agencies with respect to the Programme. Its duties will be *inter alia*, to study and approve the work plans and budgets prepared by the Executing Agency. It will supervise the implementation of the Programme and provide advice on its execution.

The Steering Committee will meet at least three times a year in the initial phase of the Programme.

In approving plans of work, the Steering Committee will take into account the recommendations of the Ecological Panel.

3. Ecological Panel

The Ecological Panel will comprise a small group of experts with wide experience in river basin ecology, the effects of development processes on river basins, in the epidemiology of diseases in river basins and the ecological effects of pesticides.

It will study the ecological problems connected with the Programme and with the associated economic development projects. It will propose to the Steering Committee such measures as may be needed to supplement the ecological studies undertaken under the Programme and will make recommendations to ensure effective protection of the environment.

4. Executing Agency

WHO, as the Executing Agency, will, in consultation with the Participating Governments, appoint a Programme Director and assign other international staff and other personnel to the Programme as specified in the plans of work. It will provide the Programme with permanent technical and administrative assistance, and will be responsible for the work plans and budgets and for the implementation of the Programme as approved by the Steering Committee.

The Executing Agency will be assisted in its work by a Scientific Advisory Panel.

5. UNDP and Associate Agencies

The UNDP, through FAO as Associate Agency or through other agencies or directly, will consider financing, with resources available in UNDP regional or national country programmes, complementary activities as may be requested by the Participating Governments in the field of economic development.

Within these arrangements and in close liaison with the National Onchocerciasis Committees, UNDP and the Associate Agencies will study the technical problems presented by the economic development of the areas that have been or are to be freed from the disease and will also give technical assistance to the Programme's Economic Development Unit.

6. Special Fund for Onchocerciasis

The principal source of financing for the Programme as a whole is to consist of contributions by certain governments and institutions to an Onchocerciasis Fund, to be administered by IBRD under arrangements to be concluded between the governments and institutions concerned, and the Sponsoring Agencies.

7. Programme Director

The Programme Director will be responsible for field operations. He will be stationed at the headquarters of the Programme which will be situated at Ouagadougou, Upper Volta. He will receive permanent technical and administrative assistance from WHO (Regional Office for Africa and Headquarters) as Executing Agency, and from FAO, as Associate Agency.

Operational problems submitted to the Executing Agency by the National Onchocerciasis Committees will be channelled through the office of the Programme Director.

Within his own office there will be a unit responsible for external relations and information, and initially he will be assisted by the following specialized sections as well as by an Economic Development Unit.

7.1. Simulium Control Operations Section

This Section will plan, have carried out, and supervise the control operations against the vectors of onchocerciasis and will be responsible for studies on the protection of the environment. It will define the associated applied research and personnel training activities that are necessary for the effective implementation of these operations.

7.2. Epidemiology Section

The Onchocerciasis Epidemiology and Public Health Section will plan, have carried out, and supervise the epidemiological evaluation of the Programme and define the associated applied research and personnel training activities in connexion with the chemotherapy of onchocerciasis and the parasitological and clinical evaluation of the control operations. At the request of national authorities, this Section will define the specific health problems of the areas to be reclaimed and provide technical advice on the measures to be taken to provide effective medical protection for the populations to be settled there.

7.3. Administrative Section

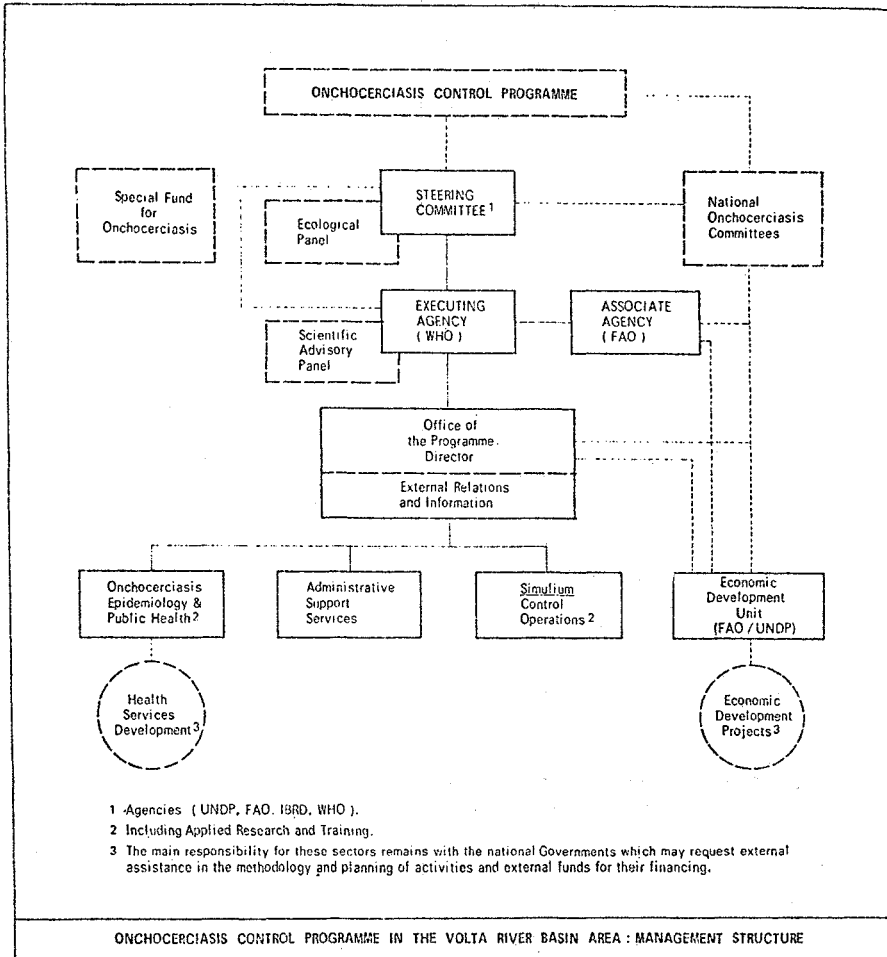
The Administrative Support Services Section will provide the necessary administrative support for the implementation of the Programme in the field and will manage the joint technical and logistic services. In liaison with the appropriate services of the agencies sponsoring the Programme, this Section will prepare the

documents concerning recruitment, supplies, and contractual services for the Programme or will provide the basic data, so that these documents can be prepared.

8. Economic Development Unit

The Economic Development Unit will serve as the focal point for the exchange of information with respect to national actions in the developmental aspects of the programme, for which purpose it will maintain close liaison with the National Committees for Onchocerciasis. Subject to the arrangements referred to in paragraph 6 of this Part, the unit will assist the Programme Director in identifying economic development projects which might be the object of further study and consideration by the governments and institutions responsible for the financing and carrying out of the necessary pre-investment studies.

FIGURE 1



Part IV

Programme Execution

The Programme will be launched in 1974 as a joint undertaking, the realization of which will require the full collaboration of each of the Participating Governments and of the agencies responsible for its execution and financing. The strategy as described in detail in the Report of the PAG Mission (Document OCP/73.1 dated 20 August 1973) and in the technical annexes to that report (Annexes V-2, V-3, V-4, V-5 and V-6) will serve as the strategy of the Programme, subject to such adaptations as may reveal themselves necessary in the light of operating experience.

Each of the Participating Governments concerned undertakes to give high priority throughout the duration of the Programme to onchocerciasis control and to the development and settlement of the reclaimed areas. The health services and the national and/or federal research institutes of these countries will contribute to the basic and applied research that is necessary for the proper execution of the Programme and will help to train the required numbers of national specialists.

Each of the Governments undertakes to cooperate unreservedly, with the Executing and Associate Agencies so that the Programme can be carried out under the optimum conditions.

1. Contributions of the Participating Governments

The specific contributions of each Participating Government, in cash and/or in kind, will be fixed by joint agreement between the Government and the Executing Agency in special protocols covering operations in each country. These protocols will constitute an integral part of this Agreement and be subject to its general provisions.

2. Phasing of operations

On account of the many problems of logistics, establishment of infrastructure and staff training that will arise from the start of the Programme, the introduction of vector control operations will be phased over a period of three years from 1974 to 1976. To ensure the continuity of the control operations, and at the same time to make use of the knowledge of the terrain already available, operations will start in 1974 in the area covered by the FED/OCCGE ¹⁾ onchocerciasis control campaign. The work will be scheduled in three main phases:

Phase I: will cover the basins of the Black Volta, the Comoé-Léraba, the Bandama and the Banifing, together with the

¹⁾ European Development Fund/Organization for Coordination and Cooperation in the Control of the Major Endemic Diseases.

isolated onchocerciasis focus of Bandiagara. The implementation of this phase will mean the immediate involvement of Ghana, Ivory Coast, Mali and Upper Volta.

Phase II: will commence in 1975 with control operations being extended to the basins of the Red Volta, the White Volta and the Daka, belonging to the Volta Basin proper.

Phase III: will commence in 1976 and will complete the coverage of the Programme area by incorporating the Oti-Pendjari and Mô basins, situated in Dahomey, Ghana and Togo, and the basins of the southern tributaries of the Niger situated in Dahomey, Ivory Coast, Mali, Niger and Upper Volta. The experience obtained during the first two phases of the Programme will be used in solving problems that may arise on account of the uneven relief of the eastern part of this area and on account of the considerable flow of some of these rivers in the middle of the rainy season.

Vector control operations will be initiated at the end of the rainy season when there is a natural drop in the vector population.

3. Larvicidal treatment

Vector control will be based on the periodic application of insecticides, generally by air, immediately upstream from the larval breeding-places.

Aerial application of insecticides will require four to eight aircraft (fixed wing and helicopters), depending on the season, to cover the entire region once Phase III of the programme has started. The general treatment plan, specifying the daily task of each aircraft according to the day of the week and the season, will be adjusted to the meteorological and hydrological conditions on the basis of information obtained at each point in the area and transmitted by radio to the Programme headquarters.

The arrangements concerning treatment will be flexible. The central and northern parts of the Programme area, protected from reinfestation by the treatment of the region further south may require only sporadic treatment. The western and eastern boundaries and more particularly the southern part of the Programme area, may require continuous treatment. All unusual meteorological conditions will be followed by supplementary geographical investigations and, if necessary, additional treatment.

The flight range of the aircraft used, will enable the treatment teams during periodic maintenance operations, to use the existing facilities of well-equipped aerodromes. For daily maintenance operations, the teams will mainly use existing airstrips and it will only rarely be necessary to establish a new base of any size. The bases it is planned to use are shown in Table 1 at the end of this Part.

4. Entomological surveillance

Initially, the entomological surveillance network will comprise seven sectors, each entrusted to an entomologist, and 24 subsectors run by suitably trained technicians (Table 2, at the end of this Part). It will have a flexible structure that will be revised according to operational needs as the Programme progresses.

The network will come into action several months prior to the start of treatment operations in order to carry out a final investigation of the Programme area. The entomological surveillance teams will observe the density and distribution of the vector and will record data on the flow of watercourses harbouring the vector larvae. This information will be passed on to the Programme headquarters by the swiftest means, including radio.

During the operations, only larval breeding-places actually harbouring the vector will be treated.

During the first three years of the Programme the entomological surveillance network will be strengthened in order to provide a preliminary epidemiological assessment of the operations by determining, in representative sections of the area, the trends in residual transmission and the risks incurred by individuals settling in the uninhabited valleys.

5. Epidemiological assessment

The epidemiological assessment will be based on periodic examination of the inhabitants of some 150 indicator villages distributed throughout the Volta River Basin area in order to determine the parasitological and clinical changes occurring during the implementation of the Programme, both in the present inhabitants of the area and in new arrivals.

Standardized examination methods will be used during the initial surveys and after that surveys will be carried out every three years. This assessment will be carried out by two parasitologists and two ophthalmologists on a full-time basis.

6. Applied research

The continuity of the Programme operations and the continuous improvement of methodology will be ensured by an applied research programme, mainly covering the following points:

- vector biology and sampling of vector populations;
- development and evaluation of insecticides and formulations;
- specialized spraying equipment;
- protection of non-target fauna and the environment;
- epidemiology and chemotherapy of onchocerciasis.

Research involving human subjects carried out under the Programme will be designed, administered and operated in such a

fashion that the rights of the subjects shall not be infringed, that their welfare shall be protected and that the potential benefits of such investigations shall justify whatever risks may be inherent in them.

7. Training

Training activities aimed both at solving the problems of recruitment at all levels and at ensuring the use of a standardized methodology throughout all studies and surveys will also form an important component of the Programme. They will take into account the need to strengthen the staff by personnel originating from the Programme area so that such personnel can gradually take over the responsibility for surveys and operations and eventually the running of the Programme itself.

8. Scientific advisers

An Ecological Panel and a Scientific Advisory Panel, attached respectively to the Steering Committee and to the Executing Agency, will provide advice on the measures to be taken to ensure that the operations are fully effective and to guarantee satisfactory protection of the environment.

9. Distribution of activities and budget

Except in special cases, insecticide treatments, activities in applied research and the training of specialist staff will be carried out on a sub-contracting basis, while the Programme headquarters will assume direct responsibility for the activities of the entomological surveillance network and the epidemiological assessment teams. An indication of the estimated costs for each year and each major operating period is given in Table 3 at the end of this Part for the whole duration of the Programme, namely for the period 1974-1993.

10. Support of the Executing Agency and Associate Agency

The onchocerciasis control operations will receive the constant support of the Headquarters and Regional Office for Africa of WHO; assistance to Governments in preparing and presenting economic development projects will, within available resources, be provided by UNDP and FAO, in close collaboration with the Economic Development Unit of the Programme.

Table 1. Timetable for provision of the buildings and major equipment that will form the service infrastructure for the S. Damnosum control campaign in the Volta River Basin

Year	Sector store	Aircraft hangar	Fixed radio station*	Mobile radio station**	Field accommodation and field store	Field fuel store***	Mobile workshop for helicopters
1974	Bobo Diou- lasso Tamale Korhogo	Bobo Diou- lasso	Ouagadougou Bobo Diou- lasso Korhogo Bouna Wa	Ouagadougou (2) Tamale Korhogo	Banfora Bondoukou Diébougou Koutiala Sikasso Wango Fitini		Bobo Diou- lasso
1975	Ouagadougou	Tamale			Bolgatanga Mole Navrongo Wa	Boromo Bamboi Bouna Dabakala Yendi	
1976	Bamako Natitingou Niamey Sokodé	Bamako Sokodé	Bamako Natitingou Niamey Sokodé Dapango Kandi Pama Sikasso	Natitingou Sokodé	Arly Bougouni Boundiali Dapango Kandi Natitingou	Odienné Pankourou	Sokodé

* HF transmitter-receivers.

** HF and VHF transmitter-receivers.

*** Also insecticide store at Boromo.

* Fixed radio station at Ouagadougou with two operators.

Table 2. Geographical location and volume of activity of the sectors and sub-sectors of the entomological surveillance network, with anticipated dates of the start of operations and probable dates for the reduction and/or transfer of activities

Sector and sub-sectors	Number of teams (and location of the permanent centre if there is one)	Date operations are due to start	Dates for reduction and/or transfer of activities (if envisaged)
Bobo-Dioulasso	1	1.05.1974	-
Bobo-Dioulasso	2	1.05.1974	1.01.1978
Banfora	2	1.05.1974	1.01.1978
Diébougou	2	1.05.1974	1.01.1978
Korhogo	1	1.05.1974	-
Korhogo	2	1.05.1974	-
Bouna	2	1.05.1974	-
Dabakala	2	1.05.1974	-
Odienné	2	1.05.1976	-
Tamale	1	1.05.1974	-
Wa	2	1.05.1974	1.01.1978
Tamale	2	1.05.1975	-
Yendi	2	1.05.1975	-
Bolgatanga	2	1.05.1975	1.01.1978
Ouagadougou	2	1.05.1975	-
Ouagadougou	2	1.05.1975	1.01.1978
Léo	2	1.05.1975	1.01.1978
Tenkodogo	1	1.05.1975	1.01.1978
Pama	1 + Arly	1.05.1976	1.01.1978
Niamey	2 + La Tapoa	1.05.1976	1.01.1978
Bamako	1	1.05.1976	-
Sikasso	2	1.05.1974 a)	-
Bamako	2	1.05.1976	1.01.1978
Bougouni	2	1.05.1976	-
Koutiala	1 + Bandiagara	1.05.1976	1.01.1978
Sokodé	1	1.05.1976	-
Sokodé	2	1.05.1976	-
Dapango	2	1.05.1976	1.01.1978
Natitingou	1	1.05.1976	-
Natitingou	2	1.05.1976	-
Kandi	2	1.05.1976	1.01.1978

i) From 1 May 1974 until 30 April 1976 the Sikasso Sub-sector will come under the Bobo-Dioulasso Sector.

Table 3. Total estimated cost of the Onchocerciasis Control Programme in the Volt
(1 000 US \$ - exchange rate and costs as of 15 June 1973)

Categories	1974	1975	1976
<i>Vector Control Operations</i>			
Aerial treatments	716	715	1 318
Insecticide	125	497	931
Buildings & Furniture	330	264	473
Radiocommunications	140	46	162
Hydrological stations	22	43	65
Locally recruited staff	19	60	106
Total	1 352	1 625	3 055
<i>Entomological Surveillance</i>			
Buildings & Furniture	694	262	817
Equipment	319	163	312
Operating costs	113	241	414
Locally recruited staff	180	358	590
Total	1 306	1 024	2 133
<i>Epidemiological Evaluation</i>			
Buildings & Furniture	8	8	8
Equipment	49	14	14
Operating costs	62	62	62
International staff	298	298	298
Locally recruited staff	41	41	41
Total	458	423	423
<i>Research & Training</i>			
Vector control research	661	662	626
Chemotherapy research ¹	52	355	373
Training	233	244	317
Total	946	1 261	1 316
<i>Programme Headquarters</i>			
Buildings & Furniture	60	38	38
Equipment	181	35	35
Operating costs	144	144	144
International staff	629	639	639
Locally recruited staff	102	102	102
Total	1 116	958	958
<i>WHO Support</i>	490	490	490
<i>FAO Support**</i>	125	125	165
TOTAL COST	5 793	5 906	8 540

* m = annual average.

** Including the Onchocerciasis Control Programme

Area

1978	1979	1980-83		1984-93		1974-1979		1971-1993	
		m*	m*	Total	m*	Total	m*		
1 273	1 273	1 273	1 273	7 222	1 204	25 044	1 252		
1 037	1 037	1 037	1 037	4 844	807	19 362	968		
74	74	74	74	1 289	215	2 325	116		
48	48	48	48	492	82	1 164	58		
-	-	-	-	130	22	130	7		
112	112	112	112	521	87	2 089	104		
2 544	2 544	2 544	2 544	14 498	2 416	50 114	2 505		
100	100	86	86	2 083	347	3 287	164		
137	137	137	137	1 268	211	3 186	159		
349	349	359	359	1 915	319	6 941	347		
545	545	454	454	2 904	484	9 260	463		
1 131	1 131	1 036	1 036	8 170	1 361	22 674	1 133		
8	8	8	8	48	8	160	8		
14	14	14	14	119	20	315	16		
62	62	62	62	372	62	1 240	62		
218	218	218	218	1 548	258	4 600	230		
25	25	25	25	198	33	548	27		
327	327	327	327	2 285	381	6 863	343		
396	300	300	178	3 075	513	6 055	303		
373	373	186	93	1 899	317	3 573	179		
75	75	75	75	1 242	207	2 292	115		
844	748	561	346	6 216	1 036	11 920	595		
38	38	38	38	250	42	782	39		
35	38	30	28	356	59	756	38		
144	144	122	115	864	144	2 502	125		
639	639	549	519	3 824	637	11 210	560		
102	102	86	82	612	102	1 776	89		
958	958	825	782	5 906	984	17 026	851		
490	490	391	367	2 940	490	8 174	409		
165	165	165	165	910	152	3 220	161		
6 459	6 363	5 849	5 567	40 925	6 821	119 991	5 999		

Development Unit.

Part V*General Provisions***1. Legal arrangements**

Legal arrangements to cover the operations undertaken under the Programme will be governed by the provisions of the respective standard and basic agreements concluded between UNDP, WHO, FAO and any other associate agency and the Participating Governments.

Without restricting their generality, these agreements will cover the privileges and immunities of the agencies sponsoring the Programme, their staff, employees and sub-contractors when engaged in operations provided for in the Programme, and responsibility for loss, damage or injuries resulting from operations carried out under the Programme.

Nationals and permanent residents of the Participating Countries appointed by the Executing Agency to serve on the staff of the Programme will be employed in accordance with the Staff Regulations and Rules of the World Health Organization.

2. Sub-Contractors and their personnel

Sub-Contractors of the Executing Agency and the Associate Agency and their staff (except for nationals of the countries concerned employed on a local basis):

(a) will be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the Programme;

(b) will be immune from national service obligations;

(c) will be immune together with their spouses and relatives dependent on them from immigration restrictions;

(d) will be accorded the privilege of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or, in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the Programme;

(e) will be accorded together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crises as diplomatic envoys.

All personnel of the Executing Agency's contractors will enjoy inviolability for all papers and documents relating to the project.

The Participating Governments will either exempt from, or bear the cost of any taxes, duties, fees or levies which they may impose

on any foreign firm or organization which may be retained by the Executing Agency and on the foreign personnel of any such firm or organization in respect of:

(a) the salaries or wages earned by such personnel in the execution of the Programme;

(b) any equipment, materials and supplies brought into the country for the purposes of the Programme or which, after having been brought into the country, may be subsequently withdrawn therefrom;

(c) any substantial quantities of equipment, materials and supplies obtained locally for the execution of the Programme, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b) above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed will be agreed upon with the Participating Governments and, as appropriate, recorded in the annual and general plans of action; and

(d) as in the case of concessions currently granted to the personnel of the Sponsoring Agencies, any property brought, including one privately owned automobile per employee, by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.

The privileges and immunities to which such firm or organization and its personnel may be entitled, referred to in the paragraphs above, may be waived by the Executing Agency where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Programme or to the interest of the Executing Agency.

The Executing Agency shall provide the Participating Governments with the list of personnel to whom the privileges and immunities enumerated above shall apply.

3. Customs and tax exemption

The Participating Governments will waive or defray any customs duties and other charges related to the clearance of the equipment and supplies including spare parts, fuel, lubricants, insecticides, imported for the purposes of the Programme.

4. Documentation, technical information and reports

Subject to security regulations in force, the Participating Governments will provide access to all technical reports, maps, files and other items of information, whether published or not, that may be regarded as necessary for the execution of the Programme.

The Participating Governments will provide the Programme free of charge, by the swiftest means, with the meteorological and hydrological information needed for the proper execution of the operations.

The Steering Committee will institute a schedule for adequate reporting by the Executing Agency and other organs participating in the Programme.

5. Overflight and landing rights

Each Participating Government will take the necessary steps to facilitate the crossing of borders by the Programme's aircraft on flights from or to adjacent countries, it being understood that full flight plan information will be made available by the Programme to the National Civil Aviation Authorities involved. Similarly, the crossing of borders by ground teams will be facilitated by each Participating Government.

6. Assistance from aviation services

The Participating Governments will make the necessary arrangements to ensure that the aircraft used by the Programme can receive assistance from the national civil (and possibly military) aviation services and use the corresponding infrastructure free of charge.

7. Telecommunications network

The Participating Governments agree that an intercountry telecommunications network for the Programme may be established by the Executing Agency as Operating Agency for this purpose. The Governments, having reached agreement on the frequencies that may be allocated to the Programme for this network, will authorize the Executing Agency to use them continuously for its technical requirements within the Programme area.

8. Sites and constructions

The Participating Governments will make available to the Programme, for the whole period of its execution, the land needed for constructions required by the Programme, where such constructions do not exist and cannot be provided by the national authorities.

9. Water, electricity, postal services and telecommunications

The Participating Governments will ensure that the headquarters, sectors and subsectors of the Programme are supplied where available with water and electricity and with telephone and telegraph services within their territories.

10. Disposition of equipment and supplies

All material, equipment and supplies which are purchased from the resources of the Programme will be used exclusively for the

execution of the project, and will remain the property of the Programme in whose name it will be held by the Executing Agency.

Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the lifetime of the Programme, without prejudice to the final transfer.

Prior to the completion of the Programme, the Participating Governments and the Executing Agency will consult as to the disposition of all project equipment provided by the Programme. Title to such equipment will normally be transferred to the Participating Governments or to entities nominated by them, when it is required for continued operation of the Programme or for activities following directly therefrom. The Executing Agency may, however, at its discretion, retain title to part or all of such equipment.

Part VI

Final Provisions

1. This Agreement will come into effect upon signature by the parties and will remain in effect until the international assistance to the Programme is withdrawn, including such period of times as may be necessary for winding up arrangements.

2. This Agreement may be modified at any time by mutual consent of the parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE in eight copies each in the English and French languages at Accra on 1 November 1973, the text in both languages being equally authentic.

For the Government of Dahomey,
CAPTAIN DJIBRIL MORIBA
Minister of Public Health and Social Affairs

For the Government of Ghana,
MAJOR A. H. SELORMEY
Commissioner for Health

For the Government of the Ivory Coast,
PROFESSOR H. AYÉ
Minister of Public Health and Population

For the Government of Mali,
MR ALY CISSÉ
Minister of Public Health and Social Affairs

For the Government of Niger,
DR AMADOU MOSSI
Minister of Public Health

For the Government of Togo,
DR C. QUADJOVIE
Director-General of Health

For the Government of Upper Volta,
DR ALI BARRAUD
Minister of Public Health and Population

For the World Health Organization,
DR A. QUENUM
Regional Director for Africa

De Engelse tekst van het in de preambule tot de onderhavige Overeenkomst vermelde Memorandum van Overeenstemming van 11 februari 1975 (Bijlage III) luidt als volgt:

Memorandum of Understanding

This Memorandum of Understanding describes certain of the major features of the management structures for the Onchocerciasis Control Programme in the Volta River Basin Area (hereinafter called "the Programme"). The Governments and Organizations whose names are listed in Appendix 1 hereto have decided, at the Meeting held in Paris on 26-27 June 1974, to constitute a Joint Co-ordinating Committee (hereinafter called "the JCC") together with other bodies referred to below and outlined in the chart in Appendix 2 hereto and to that end hereby agree as follows:

A. Definitions

1. "Contributing Parties" means the Governments and Organizations which have contributed, or made a commitment to contribute, to the Onchocerciasis Fund (hereinafter called the Fund) administered by the International Bank for Reconstruction and Development (hereinafter called the Bank).

2. "Operational Agreement" means the Agreement dated November 1, 1973, governing the operations of the Onchocerciasis Control Programme in the Volta River Basin Area.

3. "Participating Governments" means the Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta.

4. "Sponsoring Agencies" means FAO, UNDP, WHO and the Bank.

B. The Joint Co-ordinating Committee

1. The JCC, consisting of representatives of the seven Participating Governments, of all Contributing Parties and of the four Sponsoring Agencies shall have the following functions, namely to:

- (i) exercise general supervision over the policies to be adopted in the planning of the Programme and over its execution, and to that effect keep itself abreast of all aspects of the development of the Programme and consider reports submitted to it by the Steering Committee;
- (ii) review the proposed plan of action and the budget for the coming year of the Programme prepared by WHO and the

estimate prepared by the Bank of contributions and disbursements to be made to, and from, the Fund in that year; and

- (iii) consider such other matters relating to the carrying out and the financing of the Programme as may be referred to the Chairman of the JCC by any member thereof.
2.
 - (i) The JCC shall be presided over by an independent Chairman whom the JCC shall select for his recognized experience in international affairs and the qualities of skill, diplomacy and technical expertise indispensable for him to deal with the issues arising in the development of the Programme.
 - (ii) The Chairman shall be employed under a contract with WHO the terms and conditions of which shall be determined in consultation with the Bank. His term of office should normally be for three years, without prejudice to reappointment. WHO shall be authorized by the Bank to withdraw from the Fund amounts relating to the remuneration of the Chairman and expenses incurred by him in the discharge of his duties.
 - (iii) The Chairman shall have as his main functions:
 - (a) to call a meeting of the JCC once a year or at any time during the year if so requested by not less than half of either the Contributing Parties or Participating Governments;
 - (b) to preside over the meetings of the JCC;
 - (c) to undertake such additional duties as he may be requested to perform by the JCC; and
 - (d) to undertake such functions in relation to the development of the Programme as may be requested by any of the Sponsoring Agencies.
 3. The Bank and WHO shall jointly provide the secretariat of the JCC pursuant to arrangements to be agreed between them.
 4.
 - (i) The JCC shall reach its conclusions by consensus.
 - (ii) Each member of the JCC shall make arrangements to cover the expenses incurred by its representatives in attending meetings of the JCC. Other expenses of the JCC shall, subject to the recommendation of the Chairman of the JCC and the approval of the Steering Committee, be charged to and paid out of the Fund.

C. The Steering Committee

1. The Steering Committee set up in April 1972 by the Executive Heads of the Sponsoring Agencies and composed of their respective representatives shall continue to act as the organ for co-ordination among the Sponsoring Agencies.
2. The Steering Committee shall, *inter alia*, have the following functions, namely to:
 - (i) take cognizance of the reports submitted to WHO by the Scientific and Technical Advisory Committee (STAC) as well as reports by any of the Sponsoring Agencies, the Economic Development Advisory Panel (EDAP) and the Ecological Panel (EP), make the necessary observations thereon and transmit these with comments as appropriate to the JCC;
 - (ii) study particular aspects of the Programme which may be referred to it by the JCC or any of the Sponsoring Agencies; and
 - (iii) determine the membership of the Ecological Panel referred to in Part III (3) of the Operational Agreement.
3.
 - (i) The Steering Committee shall meet at least three times a year. It may also be convened at the request of any of its members.
 - (ii) The Steering Committee shall take its decisions by consensus. It shall adopt its own rules of procedure.
 - (iii) Each Sponsoring Agency shall bear the cost of expenses incurred by its representative to the Steering Committee in attending meetings of the Steering Committee.

D. Scientific Advisory Panel (SAP) and Scientific and Technical Advisory Committee (STAC)

1. WHO shall establish a Scientific Advisory Panel comprising scientists in disciplines connected with the Programme who may be called upon as necessary to advise on scientific and technical matters related to the Onchocerciasis Control Programme.
2. To provide the JCC with a continuous independent evaluation of the technical aspects of the Programme, WHO shall further establish a Scientific and Technical Advisory Committee composed of twelve members selected from the Scientific Advisory Panel, due regard being paid to the concerns of the JCC and the importance of assuring for the Committee a broad representation of disciplines connected with the Programme as well as ensuring a balanced geographical distribution.

3. (i) Members of the STAC shall serve for a period of two years, without prejudice to reappointment.
- (ii) The STAC shall elect a chairman from its members at each session, without prejudice to reelection.
- (iii) WHO shall provide the secretariat of the STAC.
- (iv) Costs of the STAC shall be borne by the Fund.
4. (i) The STAC shall meet twice a year. Additional meetings may be called by WHO in consultation with the Chairman of the STAC.
- (ii) WHO shall make such arrangements as shall be appropriate or necessary for visits by members of the STAC to the Programme area.
- (iii) After reviewing all technical and scientific aspects of the Programme, including the reports of its own field missions, the STAC shall prepare an annual report for the JCC containing its findings and recommendations. The report shall be initially submitted to WHO, which will forward it, with its comments thereon, to the Steering Committee. The Steering Committee shall transmit the report, with its observations, to the JCC not less than forty-five days before the JCC's annual meeting.
- (iv) The Chairman of the STAC, or in his absence a member of the STAC deputed to act for him, shall attend all meetings of the JCC.

E. Economic Development Advisory Panel (EDAP)

1. In order to assure the continuous review of information relating to the economic development aspects of the Programme, the Steering Committee has agreed to establish an Economic Development Advisory Panel composed of a number of economists and specialists in agriculture and rural development, with special experience in economic development in Western Africa and familiar with social conditions in the area. To that end, the Bank, after taking into account the views of the JCC and in consultation with the other Sponsoring Agencies, shall select the members of the Panel.

2. The EDAP shall advise the JCC, through the Steering Committee, on the economic and social aspects of development in the areas affected by the Programme. Particular emphasis will be given to: (a) studying plans for the resettlement of cleared areas both ex-ante and ex-post; (b) ensuring that the most cost-effective methods of conducting the Programme are being followed; (c) advising on the establishment of suitable appraisal and evaluation studies to monitor the impact of the Programme; and (d) helping to identify

the needs for further external assistance towards the development of the cleared areas.

3. (i) Members of the EDAP shall serve for a period of one year, without prejudice to reappointment.
 - (ii) The Chairman of the EDAP shall be appointed by the Bank, after consultation with the other Sponsoring Agencies. The Chairman shall serve initially for a period of one year without prejudice to reappointment.
 - (iii) The Bank shall provide the secretariat of the EDAP.
 - (iv) Expenses incurred by the EDAP shall be borne by the Sponsoring Agencies pursuant to arrangements between them.
4. (i) The EDAP shall meet twice a year. Additional meetings shall be subject to agreement between the EDAP and the Bank.
 - (ii) The EDAP shall submit to the Bank an annual report containing its findings and recommendations. Such report shall be forwarded by the Bank, with its comments thereon, to the Steering Committee. The Steering Committee shall transmit the report, with its observations, to the JCC not less than thirty days before the JCC's annual meeting.

F. Accession

Any government, institution or entity may, upon becoming a Contributing Party, accede to this Memorandum of Understanding by sending notice in writing to the Chairman of the JCC.

G. Inconsistency with other Agreements

If any provision of this Memorandum of Understanding is inconsistent with a provision of any Agreement heretofore entered into relating to the Programme, the provision of this Memorandum of Understanding shall govern.

February 11, 1975

Appendix 1**Members of the Joint Co-Ordinating Committee****Participating Governments**

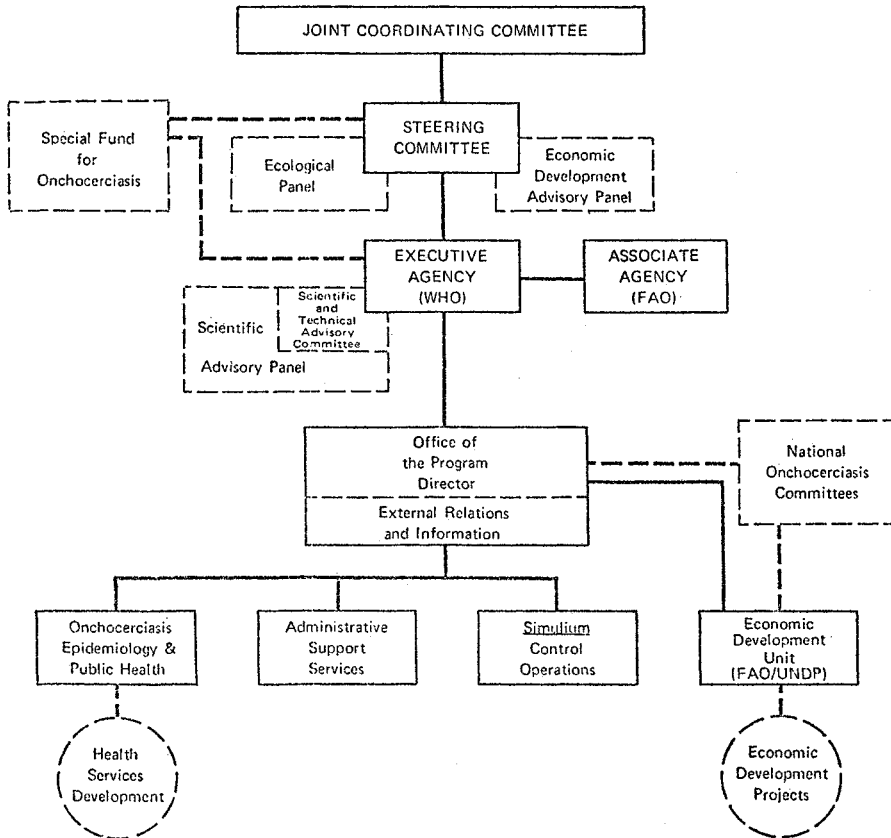
Dahomey
Ghana
Ivory Coast
Mali
Niger
Togo
Upper Volta

Contributing Parties and Sponsoring Agencies

African Development Bank
Belgium
Canada
France
Federal Republic of Germany
Food and Agriculture Organization of the United Nations
International Bank for Reconstruction and Development
International Development Association
Iraq
Kuwait
Netherlands
United Kingdom
United Nations Development Programme
United States
World Health Organization

APPENDIX 2
Organizational Chart

ONCHOCERCIASIS CONTROL PROGRAM IN THE VOLTA RIVER BASIN AREA: MANAGEMENT STRUCTURE



Uitgegeven de zestiende december 1975.

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