

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1992 Nr. 200

A. TITEL

*Overeenkomst inzake het fonds voor de bestrijding van rivierblindheid
(onchocerciasis) 1992;
Washington, 25 februari 1992*

B. TEKST¹⁾

Onchocerciasis Fund Agreement 1992

Agreement dated February 25, 1992 between the Governments of the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Italian Republic, Japan, the State of Kuwait, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, Portugal, the Kingdom of Saudi Arabia, the Swiss Confederation, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, the African Development Bank, the Commission of the European Economic Communities, the Organization of Petroleum Exporting Countries Fund for International Development (the OPEC Fund), the United Nations Development Programme (UNDP), the World Health Organization (WHO), the International Bank for Reconstruction and Development (the Bank) and the International Development Association (the Association).

Whereas (A) the Onchocerciasis Fund Agreement of February 4, 1986 on the Programme for Onchocerciasis Control (hereinafter called the Programme) terminates at the end of the third phase of the Programme;

(B) the institutional and operational arrangements applicable to the Programme as of Januari 1, 1992 are described in the Memorandum of Agreement on the Onchocerciasis Controle Programme

¹⁾ De Franse tekst is niet afgedrukt.

(hereinafter called the Memorandum of Agreement²) the provisions of which are incorporated into this Agreement with the same force and effect as if they were fully set forth herein;

(C) the objectives and plan of action for the years 1992–1997 of the Programme (hereinafter called the fourth phase of the Programme) are summarized in the Appendix II to the Memorandum of Agreement;

(D) the governments and organizations party to this Agreement have agreed to assist in the financing of the cost of the fourth phase of the Programme, at present evaluated at about one hundred and seventy-six million United States dollars (US\$ 176,000,000); and

(E) WHO has agreed to continue to serve as Executing Agency for the Programme and in that capacity to carry out the functions described in the Memorandum of Agreement;

Now therefore, the parties hereto hereby agree as follows:

Article I

Definitions

Section 1.01. Unless the context otherwise requires, wherever used in this Agreement, the several terms defined in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meaning:

1. “Contributing Parties” means those Parties which agree to make contributions to the Phase IV Fund pursuant to this Agreement and accept to be bound by this Agreement.

2. “JPC” means the Joint Programme Committee described in the Memorandum of Agreement.

3. “CSA” means the Committee of Sponsoring Agencies described in the Memorandum of Agreement.

4. “Phase IV Fund” means the Fund established under this Agreement for the purpose of financing the fourth phase of the Programme.

5. “Phase III Fund” means the Fund established under the Onchocerciasis Fund Agreement of February 4, 1986 for the purpose of financing the third phase of the Programme.

²) The text of the Memorandum of Agreement is attached (zie blz. 16 e.v. van dit Tractatenblad).

Article II

Onchocerciasis Fund

Section 2.01. The Phase III Fund shall be closed upon the entry into force of this Agreement. Any monies contributed to the Phase III Fund and remaining undisbursed shall be credited to the Phase IV Fund, together with any other assets or receipts of the Phase III Fund. The Phase IV Fund shall 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 Phase IV 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 Phase IV 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 Phase IV Fund;
Disbursements from the Phase IV Fund;
Annual Report*

Section 3.01. The Contributing Parties undertake, subject to the conditions set forth in this Agreement, to assist in financing the cost of the fourth phase of the Programme. The following contributions have been announced:

a) The Kingdom of Belgium undertakes to support the fourth phase of the Programme. Its contribution will be defined annually on the basis of availability of budget funds and on the evolution of the Programme.

b) The French Republic has indicated that it is in a position to make a total contribution to the Phase IV Fund of forty-five million French francs (FF 45,000,000) distributed over the six years of the fourth phase of the Programme, subject to approval by the Management Committee of the *Fonds d'Aide et de Coopération*.

c) The Federal Republic of Germany shall contribute to the Phase IV Fund two million Deutsche marks (DM 2,000,000) for 1992. Similar orders of magnitude of annual contributions will be considered for the subsequent years of Phase IV.

d) The Government of the Italian Republic shall take under consideration the possibility of continuing with its support to Phase IV of the Programme.

e) Subject to legislative approval and other action, Japan will contribute two million United States Dollars (US\$ 2,000,000) to the Phase IV Fund for 1992 and intends further to continue its cooperation with the Programme for the period 1993–1997.

f) The State of Kuwait has undertaken to make a contribution to the Phase IV Fund in the amount of one million five hundred thousand United States Dollars (US\$ 1,500,000) over the period 1992 to 1997.

g) The Grand Duchy of Luxembourg, subject to governmental and annual parliamentary approval, shall contribute fifty-one million Luxembourg francs (LuxF 51,000,000) to the financing of the fourth phase of the programme, in the form of six equal annual installments.

h) The Kingdom of the Netherlands has undertaken, subject to parliamentary approval, to make a total contribution to the Phase IV Fund in the amount of twenty-seven million Dutch guilders (f 27,000,000) to meet the cost of expenditures for the carrying out of the fourth phase of the Programme.

i) Portugal shall contribute to the Phase IV Fund an annual amount of fifty thousand United States dollars (US\$ 50,000), subject to parliamentary approval.

j) The Government of the Kingdom of Saudi Arabia shall extend a grant of fourteen million United States dollars (US\$ 14,000,000) for the fourth phase of the Programme. The disbursement of the fourth phase grant will commence from 1992 in six equal yearly installments of two and one-third million United States dollars (US\$ 2,333,333) each.

k) The Swiss Confederation shall contribute to the Phase IV Fund eighteen million Swiss francs (SwF 18,000,000) in six annual installments of three million Swiss francs (SwF 3,000,000) each. This schedule may be modified by mutual agreement between the Bank and the Swiss Confederation as necessary to meet the actual disbursement needs of the Programme.

l) The United Kingdom of Great Britain and Northern Ireland shall contribute nine hundred and fifty thousand pounds sterling (£ 950,000) to the Phase IV Fund for 1992.

m) Subject to administrative approval and the availability of funds, the Government of the United States of America intends to contribute to the Phase IV Fund twenty-one million United States dollars (US\$ 21,000,000) over the period 1992–1997. Depending upon fund availability, contributions will be made in equal annual installments over the period.

n) The African Development Bank shall contribute three hundred thousand (300,000) Units of Account per annum to the Phase IV Fund, subject to approval by its Board of Directors.

o) The European Economic Communities, represented by the Commission in its capacity of management of the European Development Fund, envisage to continue their support to the Phase IV Fund at the same level as the Phase III Fund (ECU 7,000,000) under the

Regional Funds scheme. However, this commitment is subject to the procedures of the Lome IV Convention, including the request of the African Participating Countries and the final decisions to be taken by the competent Community bodies. Nonetheless, the Commission is confident that both the African Participating Countries and the 12 Members States will share our favorable opinion of the Programme.

p) The OPEC Fund has approved the allocation of three hundred thousand United States dollars (US\$ 300,000) to support the fourth phase of the Programme. The funds are designated to be allocated over a six-year period (1992–1997) in six equal installments.

q) Under its Fifth Regional Programme for Africa (1992–1996) UNDP shall contribute seven million five hundred thousand United States dollars (US\$ 7,500,000) to the Phase IV Fund through 1996. UNDP will consider maintaining its contribution at the same annual level for 1997 under the Sixth Regional Programme for Africa.

r) In addition to the contribution which it makes to the Programme by providing administrative and financial services as Executing Agency, WHO intends to contribute to the Phase IV Fund, subject to the availability of funds, a total of one million five hundred thousand United States dollars (US\$ 1,500,000), in six equal annual installments.

s) In light of progress achieved in meeting agreed programme objectives and in meeting complementary funding targets, and subject to the approval of the Executive Directors of the Bank and/or the Association through the Bank's Annual Budget and Planning Process, the President of the Bank and the Association has undertaken that the Bank and/or the Association shall contribute to the Phase IV Fund about fifteen million eight hundred thousand United States dollars (US\$ 15,800,000) which is expected to take the form of six equal installments of two million six hundred thirty thousand United States dollars (US\$ 2,630,000) each.

Section 3.02. a) At the time of the annual meeting of the JPC or promptly 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 3.03. The Contributing Parties agree to accept the Bank's decisions as to the estimated requirements of the Phase IV Fund, and of the reserve required, for the purposes of this Agreement.

Section 3.04. The Bank shall, with respect to each calendar year in which monies of the Phase IV Fund remain undisbursed, prepare a

statement of contributions to, receipts of, and disbursements from, the Phase IV Fund and cause such statement to be audited by the Bank's external auditors. The Bank shall thereafter send to each of the Contributing Parties a copy of the report of such auditors. The cost of such a statement and report thereon shall be charged by the Bank to the Phase IV Fund as an operating expense. The Bank shall waive all other operating expenses of administering the Phase IV Fund.

Section 3.05. The Bank shall pay to, or on the order of, WHO out of the monies of the Phase IV Fund amounts for payment to be made by WHO for the Programme in accordance with the provisions of this Agreement.

Section 3.06. When WHO shall desire to withdraw any amount from the Phase IV 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. a) Amounts disbursed from the Phase IV Fund to WHO and any interest earned by such amounts shall be used by WHO exclusively to finance the cost of goods and services required to carry out the fourth phase 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, or to be disbursed, from the Phase IV Fund.

Section 4.02. WHO shall not, in respect of any year of the fourth phase of the Programme, incur obligations against the Phase IV Fund in excess of the amount of funds committed to such Fund.

Section 4.03. a) WHO shall submit to the CSA: (i) an annual report containing appropriate information concerning the progress made in carrying out the fourth phase of the Programme and (ii) an estimated budget for the following financial period.

b) The CSA will review those documents in time to allow their distribution to all members of the JPC not less than 30 days before the date of the meeting of the JPC at which they will be considered.

Article V

Consultation and Termination

Section 5.01. In the event that WHO and/or the Bank shall have determined that circumstances have arisen which lead either party to conclude that it should no longer carry out its obligations hereunder:

a) WHO and/or the Bank shall promptly notify each other and the Contributing Parties, and the Bank may by notice to said Contributing Parties and WHO suspend disbursements from the Phase IV 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 Programme; and

b) WHO and the Bank shall forthwith consult with the Contributing Parties concerning measures to be taken to correct the situation. If, after such consultation, WHO and/or the Bank shall decide that the situation is not likely to be corrected, WHO and/or the Bank shall so notify the Contributing Parties. Upon such notification, the obligations of WHO and the Bank under this Agreement shall cease, except to the extent that there would remain in the Phase IV Fund amounts contributed to such Fund and such amounts would be needed by WHO to make payments on account of obligations theretofore incurred by WHO for the Programme. To the extent that such amounts would not be needed by WHO, the Bank shall transfer them to the Contributing Parties in proportion to their respective contributions.

Section 5.02. Without limitation upon the provisions of Section 5.01, this Agreement shall terminate upon completion of the fourth phase of the Programme or upon disbursement from the Phase IV Fund of all amounts required to meet payments to be made by WHO for the fourth phase of the Programme, whichever shall come later.

Article VI

Additonal Parties and Contributions

Section 6.01. 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 and shall be bound by this Agreement on the date specified in such arrangements. The Bank shall promptly after such date notify the other Contributing Parties and WHO.

Section 6.02. The Bank may receive on behalf of the Phase IV Fund from any government, institution or entity, not wishing to become a Contributing Party, amounts not provided for herein to be held and used as part of the Phase IV Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Bank may approve.

Article VII

Notices and requests

Section 7.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing.

Section 7.02. The following addresses are specified for the purposes of Section 7.01:

For the Government of:

The Kingdom of Belgium:

Administration Générale de la
Coopération au Développement
Ministère des Affaires Etrangères
5 Place du Champ de Mars
1050 Bruxelles, Belgique

Cable address:

AGDC BELEXT
BRUXELLES

Fax:
5190585

The French Republic:

Fonds d'Aide et de Coopération
Ministère de la Coopération du Développement
Direction du Développement
Sous-direction de la Santé et du
Développement Social
20, rue Monsieur
75700 Paris, France

Cable address:

COPCE 202363-F
Fax:
43069740

The Federal Republic of Germany:

Federal Ministry for Economic Cooperation
Karl Marx Strasse 4-6
5300 Bonn 1
Federal Republic of Germany

Fax:
535240

The Italian Republic:

Ministero Affari Esteri
Ufficio Cooperazione Multilaterale
Direzione Cooperazione Allo Sviluppo

Ministero Affari Esteri
Piazzale Della Fornestina
00100 Roma, Italy

Fax:

369-141-38

Japan:

Multilateral Cooperation Division
Economic Cooperation Bureau
Ministry of Foreign Affairs
2-2-1 Kasumiagaseki
Chiyoda-Ku
Tokyo 103, Japan

FAX:

358-129-19

The State of Kuwait:

Kuwait Fund for Arab Economic
Development
P.O. Box 2921
13030 Safat
Kuwait

Cable address:

ALSUNDUK-KUWAIT

Fax:

965-241-9063

The Grand Duchy of Luxembourg:

Ministère des Affaires Etrangères
6, Rue de la Congrégation
L 1352 Luxembourg
Grand Duchy of Luxembourg

Fax:

22048

The Kingdom of the Netherlands:

Ministry of Foreign Affairs
P.O. Box 20061
2500 EB, The Hague
The Netherlands

Fax:

348-6608

Portugal:

Estrangeiros e da Cooperaçao
Palacio das Necessidades
Largo do Rilvas
1300 Lisboa, Portugal

Fax:

396-3984

The Kingdom of Saudi Arabia:

Ministry of Finance and
National Economy
Riyadh 11177
Kingdom of Saudi Arabia

Telex address:

401021 FINANS SJ

Fax:

4035422

The Swiss Confederation:

Development Cooperation and
Humanitarian Aid
Eigerstrasse 80
CH-3003 Berne
Switzerland

Fax:

459605

The United Kingdom of Great Britain
and Northern Ireland:

Overseas Development Administration
94 Victoria Street
London SW1E 5JL
England

Cable address:

MINISTRANT

Fax:

273-0016

The 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

Fax:

647-0148

The African Development Bank:

African Development Bank
B.P. No. 1387
Abidjan, 01
Côte d'Ivoire

Fax:

217-753

The Commission of the European
Economic Communities:

Directorate General for Development
200 Rue de la Loi
B-1049 Brussels, Belgium

Fax:

299-2872

The Organization of Petroleum Exporting
Countries Fund for International
Development:

OPEC Fund for International Development
Box 995
1011 Vienna 1
Austria

Cable address:

OPECFUND

Fax:

513-9238

The United Nations Development
Programme:

One United Nations Plaza
New York, New York 10017
United States of America

Cable address:

UNDEVPRO
New York

Fax:

906-5195

The World Health Organization:

1211 Geneva 27
Switzerland

Cable address:

UNISANTE

Fax:

791-0742

The International Bank for
Reconstruction and Development:

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

Cable address:

INTBAFRAD

Fax:

473-8216

The International Development Association:

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

Cable address:

INDEVAS

Fax:

473-8216

Article VIII

Entry into force

Section 8.01 This Agreement shall enter into force when it shall have been signed without reservation as to 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 the Preamble.

DONE at Washington, D.C., as of the day and year first above written 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.

De Overeenkomst is ondertekend voor de volgende Staten en Internationale Organisaties:

België	25 februari 1992
de Bondsrepubliek Duitsland ¹⁾	25 februari 1992
Frankrijk	25 februari 1992
Italië	25 februari 1992
Japan	25 februari 1992
Koeweit	25 februari 1992
het Koninkrijk der Nederlanden ¹⁾	25 februari 1992
Luxemburg	25 februari 1992
Portugal	25 februari 1992
Saoedi Arabië	25 februari 1992
de Verenigde Staten van Amerika	25 februari 1992
het Verenigd Koninkrijk van Groot-Brittannië en Noord-Ierland	25 februari 1992
Zwitserland	25 februari 1992
de Afrikaanse Ontwikkelingsbank	25 februari 1992
de Europese Economische Gemeenschap	25 februari 1992
het Fonds voor Internationale ontwikkeling van de Organisatie van Olie-Exporterende landen	25 februari 1992
de Internationale Bank voor Herstel en Ontwikkeling	25 februari 1992
de Internationale Ontwikkelings-associatie	25 februari 1992
het Ontwikkelingsprogramma van de Verenigde Naties	25 februari 1992
de Wereldgezondheidsorganisatie	25 februari 1992

¹⁾ Onder voorbehoud van aanvaarding.

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan de Overeenkomst kan worden gebonden.

E. BEKRACHTIGING

De bepalingen van de Overeenkomst zijn ingevolge artikel VIII, sectie 8.01, in werking getreden op 25 februari 1992.

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

J. GEGEVENS

Van de op 4 februari 1986 te Washington tot stand gekomen Overeenkomst inzake het Fonds voor de bestrijding van rivierblindheid (onchocerciasis) (fase III), naar welke Overeenkomst onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, zijn tekst en vertaling geplaatst in *Trb.* 1986, 68; zie ook *Trb.* 1987, 26.

Van de op 27 december 1945 te Washington tot stand gekomen Overeenkomst betreffende de Internationale Bank voor Herstel en Ontwikkeling (Wereldbank), naar welke instelling onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, zijn tekst en vertaling geplaatst in *Stb.* G 278; zie ook, laatstelijk, *Trb.* 1989, 121.

Van het op 22 juli 1946 te New York tot stand gekomen Statuut van de Wereldgezondheidsorganisatie (WHO), naar welke Organisatie onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, zijn tekst en vertaling geplaatst in *Stb.* I 1982; zie ook, laatstelijk, *Trb.* 1986, 162.

Van de op 26 januari 1960 te Washington tot stand gekomen Overeenkomst betreffende de Internationale Ontwikkelingsassociatie, naar welke instelling onder meer in de preambule tot de onderhavige Overeenkomst wordt verwezen, is de tekst geplaatst in *Trb.* 1960, 142; zie ook, laatstelijk, *Trb.* 1966, 195.

Het Ontwikkelingsprogramma van de Verenigde Naties, naar welke instelling 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 22 november 1965.

De Engelse tekst¹⁾ van het Memorandum van overeenkomst luidt als volgt:

Memorandum of Agreement on the Onchocerciasis Control Programme

This Memorandum of Agreement describes the institutional and operational arrangements for the Onchocerciasis Control Programme (hereinafter called "the Programme") approved by the Participating Governments and signed by them. It takes effect as of 1 January 1992,

¹⁾ De Franse tekst is niet afgedrukt.

upon termination on 31 December 1991 of the Agreement governing the Operations of the Onchocerciasis Control Programme, which entered into force on 1 January 1986.

PART I GENERAL PROVISIONS

1. The Programme initiated on 1 January 1974 is a collaborative undertaking of (i) Governments of West Africa in the Programme Area (hereinafter referred to as "Participating Governments"), (ii) the Governments and Organizations contributing to the Onchocerciasis Fund and bound by the Onchocerciasis Fund Agreement (hereinafter referred to as "Contributing Parties") and (iii) UNDP, FAO, the World Bank and WHO (hereinafter referred to as "Sponsoring Agencies").

2. Each Participating Government undertakes to provide the Programme with full support, to honour the commitments laid down in Appendix I, and, as far as its territory is concerned, to maintain the achievements of the Programme, to ensure that there is no recrudescence of the disease following cessation of the operations implemented by the Programme in its area and to promote and support socioeconomic development therein.

3. WHO is the executing agency for the Programme. WHO is also responsible for advising countries in the carrying out of their responsibilities as they relate to the Programme operations and maintenance of disease control and for coordinating any intercountry efforts that may be required in this connection. The World Bank undertakes to use its best efforts to mobilize international resources for the Programme of which the objective and plan of action are described in Appendix II. UNDP, FAO, the World Bank and WHO, within each agency's sphere of competence, assist with socioeconomic development of the areas controlled.

4. The Programme area is that delineated on the map attached as Appendix III. Should the Programme area be modified on approval of the Joint Programme Committee, the new limits shall be delineated on a revised map.

PART II INSTITUTIONAL PROVISIONS

The arrangements set forth below and as outlined in the organizational chart, attached as Appendix IV, shall form the basis for the management of the Programme.

1. *Joint Programme Committee (JPC)*

1.1 The JPC, consisting of representatives of the 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 the operations implemented by it, as well as over the activities undertaken by the Participating Government to ensure that there is no recrudescence of the disease, and to that effect keep itself abreast of all aspects of the development of the Programme and consider reports submitted to it by the Committee of Sponsoring Agencies;
- (ii) approve the proposed plan of action and the budget for the coming financial period 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 period;
- (iii) approve any modification of the Programme area; and
- (iv) consider such other matters relating to the Programme as may be referred to it by any member thereof.

1.2

- (i) The JPC shall meet once a year or at any time during the year if so requested by not less than half of the Contributing Parties or not less than half of the Participating Governments.
- (ii) The JPC shall reach its conclusions by consensus.

1.3. The JPC shall be presided over by a chairman selected from the Committee at the beginning of its annual session. His tenure of office shall continue until the election of his successor at the subsequent annual session of the JPC. The Chairman shall undertake such additional duties as he may be requested to perform by the JPC.

1.4 Each member of the JPC shall make arrangements to cover the expenses incurred by its representatives in attending meetings of the JPC.

1.5 WHO shall provide the secretariat of the JPC.

2. *The Committee of Sponsoring Agencies (CSA)*

2.1 This Committee, composed of members appointed by each of the four Sponsoring Agencies, is an organ of preparation and execution.

2.2 Its duties shall be *inter alia* to:

- (i) review the work plans and budgets prepared by the Executing Agency and authorize (if necessary, through consultation by correspondence) transfers between budget lines exceeding 10% for any individual Programme activity and, in situations requiring action before the next session of the JPC, supplementary budgets (within the limits referred to in Section 4.02 of the Fund Agreement) pending final approval by the JPC;
- (ii) examine the reports submitted by the Expert Advisory Committee (EAC) described below, as well as reports by any of the

Sponsoring Agencies, and transmit these with any observation considered necessary to the JPC not less than thirty days before the latter's annual meeting;

- (iii) study particular aspects of the Programme, including socio-economic development, which may be referred to it by the JPC or any of the Sponsoring Agencies, and provide support for the Participating Governments, as appropriate.

2.3

- (i) The Committee shall meet at least twice a year. It may also be convened at the request of any of its members.
- (ii) The Committee shall take its decisions by consensus.
- (iii) Each Sponsoring Agency shall bear the cost of the expenses incurred by its representative to the Committee in attending meetings of the Committee.

3. *Executing Agency*

WHO, as the Executing Agency, shall appoint the Programme Director, shall assign other international staff and other personnel to the Programme as specified in the plans of action, shall provide the Programme with permanent technical and administrative assistance, and shall be responsible for the work plans and budgets and for the implementation of the Programme as approved by the CSA and the JPC.

4. *Expert Advisory Committee (EAC)*

4.1 To provide the JPC with independent advice on and evaluation of scientific, technical and ecological matters related to the Programme, the CSA shall appoint an Expert Advisory Committee:

- (i) The EAC shall review and evaluate the scientific, technical and ecological aspects of the Programme, as well as Programme activities in the context of devolution. It shall recommend such measures as may be necessary to maintain or improve the efficiency of the operations.
- (ii) The EAC shall comprise not more than twelve members covering the broad range of disciplines connected with the Programme, due regard being paid to the concerns of the JPC.
- (iii) The EAC shall have attached to it a permanent Ecological Group composed of not more than five members, of which one shall be a member of the EAC, which shall study the ecological impact on the environment of the use of insecticides in the Programme. This Ecological Group shall propose to the JPC through the EAC such measures as may be needed to supplement the ecological studies undertaken under the Programme and shall make recommendations to ensure effective protection of the environment.
- (iv) The EAC may, as necessary, recommend that working groups

be created on a temporary basis to deal with such specific subjects as itself, the JPC, or any of the Sponsoring Agencies may suggest. Each working group shall be composed, as required, of experts appointed by the appropriate agency in the field concerned, and, include, if possible, one member of the EAC. Each working group shall be established on an *ad hoc* basis, generally meet only once, and submit its report to the EAC.

- (v) After reviewing all scientific and technical aspects of the Programme, the report of the Ecological Group, the reports of temporary working groups and the reports of field missions undertaken by any of its members, the EAC shall prepare a report containing its findings and recommendations. The report shall be submitted initially to WHO which shall forward it with its comments thereon to the CSA. The report of the Ecological Group shall be annexed to this report.

4.2

- (i) The members of the EAC and of the Ecological Group shall serve for a period of two years without prejudice to reappointment. Members of working groups shall be appointed on an *ad hoc* basis for the duration of the group's functions.
- (ii) The EAC and the Ecological Group shall meet independently at least once a year; each shall elect a chairman from its members serving for a period of one year subject to reelection for another term.
- (iii) The chairman of the EAC, or in his absence a member deputed to act for him, shall attend meetings of the JPC.
- (iv) WHO shall provide the secretariat for the EAC.
- (v) Costs related to the EAC shall be borne by the Fund.

5. *National Onchocerciasis Committee (NOC)*

5.1 The major coordinating element at government level shall be the NOC set up by each of the Participating Governments.

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

- (i) coordinating the action of all national services involved in the Programme and in the subsequent socioeconomic development projects;
- (ii) preparing and organizing a large-scale campaign to inform the population of the existence, methods and aims of the Programme, including the need for full collaboration of the population in such devolution activities as large-scale drug distribution;

- (iii) preparing the legislation and regulations required for the smooth running of the Programme;
- (iv) ensuring the implementation of effective national devolution activities in conformity with the guidelines prepared by the Programme and coordinating such activities with other Participating Governments;
- (v) encouraging the formulation of programmes and projects for the settlement and socioeconomic development of the reclaimed areas;
- (vi) taking all appropriate measures to ensure that the results achieved at the end of the Programme are maintained;
- (vii) taking appropriate action to ensure that financial commitments of the Government are honoured;
- (viii) ensuring liaison between the Governments and Programme headquarters; and
- (ix) providing liaison with the NOCs of the other countries concerned.

5.3 The Programme Director shall be closely associated with the coordination of the work of the different NOCs. The local representatives of the Sponsoring Agencies may assist the respective NOCs as necessary.

DONE in two original copies, one in the English language and the other in the French language, both texts being equally authentic.

APPENDIX I

OPERATIONAL FACILITIES IN THE PROGRAMME AREA

1. *Legal arrangements*

Legal arrangements to cover the operations undertaken under the Programme shall be governed by the provisions of the respective standard and basic agreements concluded between each of the Sponsoring Agencies and the Participating Governments.

Without restricting their generality, these agreements shall 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 shall 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 or of any other Sponsoring Agency and their staff (except for nationals of the countries concerned employed on a local basis):

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

b) shall be immune from national service obligations;

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

d) shall 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) shall 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 shall enjoy inviolability for all papers and documents relating to the project.

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

5. Overflight and landing rights

Each Participating Government shall 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 shall be made available by the Programme to the national civil aviation authorities involved. Similarly, the crossing of borders by ground teams shall be facilitated by each Participating Government.

6. Assistance from aviation services

The Participating Governments shall 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. Telecommunication network

The Participating Governments agree that an intercountry telecommunications network for the Programme may be maintained 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, shall authorize the Executing Agency to use them continuously for technical requirements within the Programme area free of charge.

8. *Sites and constructions*

The Participating Governments shall 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 shall 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 shall be used exclusively for the execution of the project, and shall remain the property of the Programme in whose name it shall 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 shall consult as to the disposition of all project equipment provided by the Programme. Title to such equipment shall 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.

11. *Contributions of the Participating Governments*

During the fourth stage of the Programme, the Participating Governments shall become increasingly involved in undertaking control activities in the context of devolution, including the provision of national staff at the operational disposal of the Programme. The specific contributions of each Participating Government are fixed in special protocols covering operations in each country concluded between the Government and the Executing Agency.

APPENDIX II

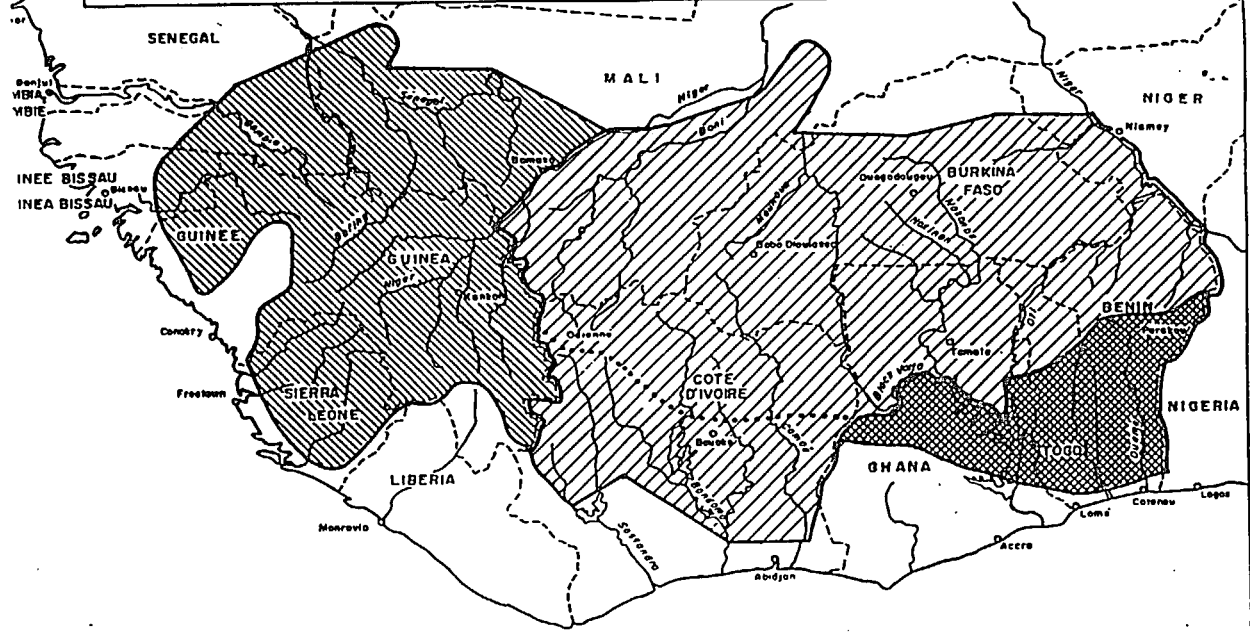
PROGRAMME OBJECTIVE AND PLAN OF ACTION FOR THE
PHASE 1992-1997




The objective of the Onchocerciasis Control Programme is to eliminate onchocerciasis as a disease of public health importance and as an obstacle to socioeconomic development throughout the Programme area and for the Participating Governments to maintain this achievement.

To attain this objective, the Programme shall continue to pursue and develop a series of activities undertaken during the first three phases covering 1974-1991. To this end, it shall carry out the following activities laid down in the Long-Term Strategy and specified in the Plan of Operation for the fourth financial phase:

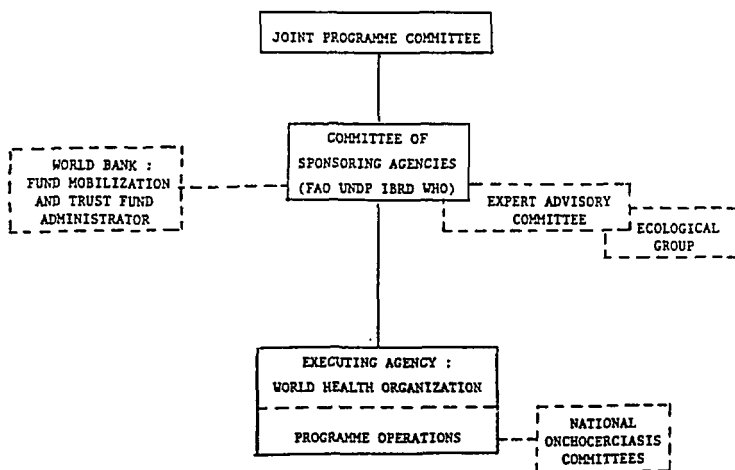
- a) organize aerial larviciding operations;
- b) carry out entomological surveillance of the treated areas;
- c) evaluate the operations by regular epidemiological surveillance;
- d) monitor the long-term safety of the larvicide treatment for the environment;
- e) organize and coordinate large-scale ivermectin distribution carried out by national teams;
- f) analyze and evaluate on a continuing basis epidemiological surveillance in areas exposed to larviciding for 14 years or more with a view to determining the dates when vector control may cease in such areas;
- g) undertake, in collaboration with the UNDP/World Bank/WHO Special Programme for Research and Training in Tropical Diseases, research towards finding a macrofilaricide suitable for large-scale application;
- h) prepare with the Participating Governments plans for the devolution of activities and assist them in assuming responsibility for these activities, as appropriate;
- i) train personnel as necessary for the Programme and for devolution; and
- j) collect, analyze and disseminate information regarding socioeconomic development in onchocerciasis-controlled zones within the Programme area in order to encourage such development, which may be actively supported by the Committee of Sponsoring Agencies.

PROGRAMME AREA AS OF 1 JANUARY 1991 / ZONE DU PROGRAMME AU 1^{er} JANVIER 1991



-  Original programme area and southern extension in Côte d'Ivoire
Zone initiale du programme et extension sud en Côte d'Ivoire
-  Southern extension: Ghana Togo Bénin
Extension sud: Ghana Togo Bénin
-  Western extension
Extension ouest

APPENDIX IV
 ORGANIZATIONAL CHART ONCHOCERCIASIS CONTROL
 PROGRAMME



Uitgegeven de *tiende* december 1992.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK