

A G R E E M E N T
BETWEEN
THE GOVERNMENT OF NEW ZEALAND
AND
THE WORLD HEALTH ORGANISATION

RELATING TO THE FACILITIES AND SERVICES AND TO THE
LEGAL STATUS AFFORDED TO THE ORGANISATION ON THE
OCCASION OF THE HOLDING IN NEW ZEALAND OF THE 24TH
SESSION OF THE REGIONAL COMMITTEE FOR THE WESTERN
PACIFIC

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

The Government of New Zealand (hereinafter referred to as "the Government")

Desiring to give effect to the invitation of the Government to hold the 24th session of the Regional Committee for the Western Pacific at Wellington New Zealand commencing on 28 August 1973

Desiring to conclude an agreement for the purpose of determining the facilities and services and the legal status afforded to the Organisation on the occasion of the holding of the 24th session of the Regional Committee for the Western Pacific (hereinafter referred to as "the Session")

HAVE AGREED AS FOLLOWS:

Article I : Obligations of the
Organisation

The Organisation shall make available at its own expense for the Session such personnel, equipment, supplies and facilities as are separately agreed.

Article II : Expenses Refundable
to the Organisation

The Government shall refund to the Organisation any expenses directly attributable to the holding of the Session in New Zealand over and above those expenses which are normally incurred by the Organisation when sessions of the Regional Committee for the Western Pacific are held at Regional Headquarters.

Article III : Facilities Services
Premises and Equipment

The Government shall make available to the Organisation, free of charge, for the duration of the Session such personnel, meeting and office premises, fixtures, furniture, equipment and supplies as are required by the Organisation and separately agreed.

The Government shall also provide, free of charge, suitably equipped offices for those officials of the Organisation whose presence in New Zealand both before the opening of the Session and after its termination is required by the Organisation and separately agreed.

The Government shall also arrange necessary postal facilities for the duration of the Session.

Article IV : Accommodation

The Government shall take the necessary steps to reserve accommodation in hotels for delegates, members of the WHO Secretariat and members of their families accompanying them.

The WHO Regional Office shall inform the Government of hotel accommodation requirements in good time.

Article V : Transport

The Government shall make available to the Organisation free of charge vehicles as necessary for the transportation within Wellington of equipment, materials and documents required in connection with the Session.

The Government shall also make available to the Organisation, free of charge, a special transport service between the official premises of the Session and the hotels where the delegates and members of the Secretariat will be accommodated. The time-table of this service will be established in consultation with the Organisation.

Article VI : Communications

The Government shall assume responsibility for the provision of all telephone facilities required for the effective functioning of the Session and shall meet the cost of official local calls made by the Organisation within New Zealand.

The Government shall provide appropriate telegraphic facilities for the effective functioning of the Session at the same rates as are enjoyed by Government departments.

The Government shall take all necessary steps to enable the Organisation to avail itself, for telegraphic communications sent by it for the purposes of the Session and containing only matter intended for publication by the press or for broadcasting, of any reduced rates applicable for the corresponding service in the case of press telegrams. Any necessary authorisations will be issued in the names of the Organisation's Public Information Officer and Executive Officer (Conference).

Article VII : Legal Status

For the purposes of this Agreement the Government shall apply the provisions of the Convention on the Privileges and Immunities of the Specialised Agencies including Annex VII thereof.

Article VIII : Inviolability and
Protection of Official Premises

Without limiting in any way the generality of Article VII of this Agreement, the Government affirms that all premises placed at the disposal of the Organisation for the purposes of the Session shall be considered as premises of the Organisation for the purposes of Section 5 Article III of the Convention on the Privileges and Immunities of the Specialised Agencies.

The premises of the Organisation shall be placed under the control and authority of the Organisation which shall, subject to the law, have the exclusive right to authorise or prohibit entry thereto of any person, and may also cause any person to be removed therefrom.

The Government shall take appropriate measures to ensure that the premises of the Organisation are not disturbed by the entry of unauthorised persons or groups of persons, by disorder or by any unreasonable noise in the immediate vicinity thereof. To this end the Government shall as necessary station police officers outside the Organisation's premises and take any other measure deemed by it to be necessary.

At the request of the Chairman of the Regional Committee or of the Regional Director or of their authorised representatives the Government shall provide the necessary police officers to give assistance in maintaining order, if the need arises, within the Organisation's premises, and to expel any person who may disturb it.

Article IX : Right to Enter and to
Remain in New Zealand

The Government shall facilitate the entry to and departure from New Zealand of all persons who are participating in an official capacity in the work of the Session.

In addition to the persons referred to under Article V and VI of the Convention on the Privileges and Immunities of the Specialised Agencies, and under Paragraphs 2 and 3 of Annex VII to that Convention, the following persons shall be permitted to enter New Zealand and to remain there for as long as may be necessary to perform their duties in connection with the Session:

- (i) representatives of the United Nations and Specialised Agencies, and of governmental or non-governmental organisations with which, in accordance with Articles 69 - 71 of its Constitution, the World Health Organisation has entered into relationship and which are participating in the Session;
- (ii) any other persons invited by the Organisation to attend the Session in an official capacity;
- (iii) the spouses and children of the representatives of Member Governments and of Associate Members.

A list of the names of the persons referred to in this Article and of the Governments and the Organisations which they represent shall be forwarded by the Organisation to the Government prior to the commencement of the Session.

The Convention on the Privileges and Immunities of the Specialised Agencies, including Annex VII thereof, shall govern the extent to which privileges and immunities are accorded persons referred to in this Article.

Article X : Foreign Exchange

Without prejudice to the provisions of Section 7 of Article III of the Convention on the Privileges and Immunities of the Specialised Agencies, the Organisation may, through the Bank of New Zealand, transfer funds to New Zealand for the purposes of the Session in the quantities required to cover the expenses of the Organisation in New Zealand and, at the end of the Session, transfer out of New Zealand any balance of funds of the Organisation not utilised in the course of the Session.

Article XI : Official Receptions

Without prejudice to the provisions of Section 9 of Article III of the Convention on the Privileges and Immunities of the Specialised Agencies, the Government shall take the necessary steps to enable the Organisation to purchase liquor for its official receptions free of taxes and duties.

Article XII : Legal Claims

(a) Throughout the period during which the Organisation occupies official premises in Wellington for the purposes of the Session the Government shall indemnify the Organisation and its officials, whether regular or temporary, against all claims, expenses, actions and proceedings arising from damage to these premises or from injury to official representatives or visitors as a result of the occupation of these premises by the Organisation;

Provided however that the Government shall not indemnify the Organisation or its officials as aforesaid where any claims expenses actions and proceedings have arisen from any neglect or omission on the part of the Organisation or its officials.

(b) Throughout the period during which officials of the Organisation, whether regular or temporary, are in Wellington for the purpose of the Session, the Government shall indemnify the Organisation and its officials, whether regular or temporary, against any claims, expenses, actions and proceedings in respect of damage to property or injury to persons arising from the use of any vehicles made available to the Organisation pursuant to Article V of this agreement;

Provided however that the Government shall not indemnify the Organisation or its officials as aforesaid where any claims, expenses, actions and proceedings have arisen from any neglect or omission on the part of the Organisation or its officials.

The Government undertakes to ensure that all vehicles made available to the Organisation by the Government for official purposes are covered by third party motor vehicle insurance.

Article XIII : Final Provisions

The present agreement shall enter into force upon the date of its signature.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement

Done at Manila this 8th day of August 1973
in two copies of which one copy shall be held by the Government and the other held by the Regional Director of the Organisation.

For the Government
of New Zealand

For the World Health
Organisation

R B Taylor

Francisco J. Mon