AGREEMENT¹ GOVERNING THE OPERATIONS OF THE ONCHO-CERCIASIS 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 at 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

¹ Came into force on 1 November 1973 by signature, in accordance with part VI (1).

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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 watercourses:

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 infested 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

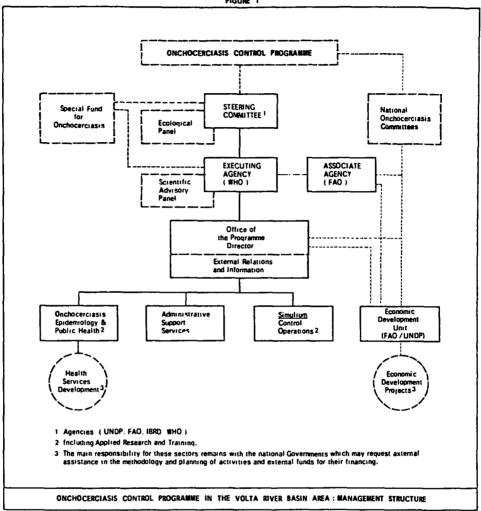
The Onchocerciasis Epidemiology and Public Health Section will plan, have carried out, and supervise the epidemiological evaluation of the Programme and define the associated applied research and personnel training activities in connexion with the chemotherapy of onchocerciasis and the parasitological 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.



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

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FIGURE 1

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* 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 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

^{*} European Development Fund/Organization for Coordination and Cooperation in the Control of the Major Endemic Diseases.

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.

Mobile workshop for helicopters Bobo Dioulasso Sokodé	Field fuel store**** Boromo Bamboi Bouna Dabakala Yendi Pankourou	Field accommodation and field store Banfora Bondoukou Diébougou Koutiala Sikasso Wango Fitini Bolgatanga Mole Navrongo Wa Nary Bolgatanga Mole Nati ngo Boundiali Dapango Kandi Dapango Kandi Nati tingou	Mobile radio station** Ouagadougou (2) Tamale Korhogo Sokodé	Fixed radio station* station* Ouagadougou Bobo Dioulasso Korhogo Bouna Wa Wa Wa Wa Wa Sokodé Dapango Kandi Pama Sikasso		Aircrafi hangar Bobo Dioulasse Tamale Bamako Sokodé Sokodé ers.	ar Sector Aircraft store hangar hangar Bobo Dioulasso Bobo Dioulasso Tamale Sobo Dioulasso Tamale Acorhogo A Korhogo Ouagadougou Tamale Soudagadougou Tamale Soudagadougou Sokodé Nattingou Sokodé Nattingou Sokodé Sokodé HF transmitter-receivers.
Sokodé	Odienné Pankourou	Arly Bougouni Boundiali Dapango Kandi Natitingou	Natitingou Sokodé	amako litingou lamey okodé candi Pama kasso	N N N N N N N N N N N N N N N N N N N		Bamako Sokodé
	Boromo Bamboi Bouna Dabakala Yendi	Bolgatanga Mole Navrongo Wa				Tamale	
Bobo Dioulasso		Banfora Bondoukou Diébougou Koutiala Sikasso Wango Fitini	Ouagadougou (2) Tamale Korhogo	fougou ioulasso nogo ina 'a	Ouagac Bobo Di Korh Bou W	Bobo Dioulasso Ouagad Bobo Di Kori Bou W	Bobo Dioulasso
Mobile workshop for helicopters	Field fuel store***	Field accommodation and field store		radio on*	Fixed stati		Aircraft hangar

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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 red transfer oj (if envi	uction and/or f activities isaged)
Bobo-Dioulasso	1	1.05.1974	_	1.01.1980
Bobo-Dioulasso	2	1.05.1974	1.01.1978	1.01.1980
Banfora	2	1.05.1974	1.01.1978	_
Diébougou	2	1.05.1974	1.01.1978	1.01.1980
Korhogo	I	1.05.1974	_	_
Korhogo	2	1.05.1974		1.01.1980
Bouna	2	1.05.1974	_	1.01.1980
Dabakala	2	1.05.1974	_	1.01.1980
Odienné	2	1.05.1976	_	1.01.1980
Tamale	1	1.05.1974	_	_
Wa	2	1.05.1974	1.01.1978	_
Tamale	2	1.05.1975	_	1.01.1980
Yendi	2	1.05.1975	_	1.01.1980
Bolgatanga	2	1.05.1975	1.01.1978	1.01.1980
Ouagadougou	2	1.05.1975		_
Ouagadougou	2	1.05.1975	1.01.1978	1.01.1980
Léo	2	1.05.1975	1.01.1978	1.01.1980
Tenkodogo	1	1.05.1975	1.01.1978	_
Pama	1 + Arly	1.05.1976	1.01.1978	1.01.1980
Niamey	2 + La Tapoa	1.05.1976	1.01.1978	1.01.1980
Bamako	I	1.05.1976		1.01.1980
Sikasso	2	I.05.1974ª	_	1.01.1980
Bamako	2	1.05.1976	1.01.1978	1.01.1980
Bougouni	2	1.05.1976	_	1.01.1980
Koutiala	l + Bandiagara	1.05.1976	1.01.1978	_
Sokodé	1	1.05.1976	_	_
Sokodé	2	1.05.1976	_	1.01.1980
Dapango	2	1.05.1976	1.01.1978	1.01.1980
Natitingou	1	1.05.1976	_	I.01.1980
Natitingou	2	1.05.1976	_	1.01.1980
Kandi	2	1.05.1976	1.01.1978	1.01.1980

^a From 1 May 1974 until 30 April 1976 the Sikasso sub-sector will come under the Bobo-Dioulasso sector.

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buildings and iurniture. Radiocommunications Hydrological stations Locally recruited staff	-	I otal Entomological Surveil- lance Buildings and furniture Equipment Operating costs Locally recruited staff Total	T T T

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Research and training												
Vector control research.	661	662	626	430	396	300	300	178	3,075	513	6,055	303
Chemotherapy research ¹	52	355	373	373	373	373	186	93	1,899	317	3,573	179
Training	233	24	317	298	75	75	75	75	1,212	207	2,292	115
Total	946	1,261	1,316	1,001	844	748	561	316	6,216	1,036	11,920	595
Programme Headquarters												
Buildings and furniture	60	38	38	38	38	38	38	38	250	42	782	39
Equipment	181	35	35	35	35	38	30	28	356	59	756	38
Operating costs	1	144	<u>4</u>	1 4	144	<u>4</u>	122	115	864	<u>4</u>	2,502	125
International staff	629	639	639	639	639	639	549	519	3,824	637	11,210	560
Locally recruited staff	102	102	102	102	102	102	86	82	612	102	1,776	89
Total	1,116	958	958	958	958	958	825	782	5,906	984	17,026	851
WHO Support	490	490	490	490	490	490	391	367	2,940	490	8,174	109
FAO Support**	125	125	165	165	165	165	165	165	610	152	3,220	161
TOTAL COST	5,793	5,906	8,540	7,864	6,459	6,363	5,849	5,567	40,925	6,821	119,991	5,999.7
* $m \approx$ annual average. ** Including the Onchocerciasis Control Programme Economic Development Unit	ciasis Cont	rol Program	me Econom	nic Develop	ment 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.

Sub-Contractors and their personnel 2.

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

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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 sub-sectors 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 time 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:

1979

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