# No. 49168

# World Health Organization and Russian Federation

Agreement on cooperation between the Government of the Russian Federation and the World Health Organization. Geneva, 18 January 2009

**Entry into force:** 18 January 2009 by signature, in accordance with article VI

Authentic texts: English and Russian

Registration with the Secretariat of the United Nations: World Health Organization,

7 December 2011

# Organisation mondiale de la Santé et Fédération de Russie

Accord de coopération entre le Gouvernement de la Fédération de Russie et l'Organisation mondiale de la Santé. Genève, 18 janvier 2009

Entrée en vigueur: 18 janvier 2009 par signature, conformément à l'article VI

**Textes authentiques:** anglais et russe

Enregistrement auprès du Secrétariat des Nations Unies: Organisation mondiale de la Santé,

7 décembre 2011

[ ENGLISH TEXT – TEXTE ANGLAIS ]

#### **AGREEMENT**

#### ON COOPERATION

#### BETWEEN

#### THE GOVERNMENT OF THE RUSSIAN FEDERATION

#### AND

#### THE WORLD HEALTH ORGANIZATION

The Government of the Russian Federation (hereinafter referred to as "the Government") and The World Health Organization (hereinafter referred to as "the Organization"), hereinafter referred to as the "Parties";

Wishing to obtain mutual agreement concerning the purposes and scope of cooperation

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

HAVE AGREED AS FOLLOWS:

#### ARTICLE I

#### **Establishment of Cooperation**

- 1. The Parties shall agree on the areas in which cooperation should take place, and on the basis of the requests received from the Government and approved by the Organization shall cooperate in arranging technical and advisory cooperation programs to be carried out under this Agreement.
- 2. The Government designates the Ministry of Health and Social Development of the Russian Federation as the competent authority for implementation of this Agreement.
- 3. Cooperation in accordance with this agreement may consist of:
  - (a) making available, by the Organization, when agreed with the Government, the services of advisers in order to render Russian state organizations advice (hereinafter referred to as "authorized entities");
  - (b) organizing and conducting, by the World Health Organization, seminars, training programmes, demonstration projects, expert working groups and related activities;
  - (c) awarding and financing, by the Organization, of fellowships or making other arrangements under which candidates nominated by the competent

authority and approved by the Organization shall study or receive postgraduate training outside the Russian Federation;

- (d) preparing and executing pilot projects, tests, experiments or research;
- (e) carrying out any other form of technical advisory cooperation which shall be agreed upon by the Parties.
- 4. Advisers of the Organization who render advice shall be selected by the Organization in consultation with the competent authority or the authorized entities.

In the performance of their duties, the advisers shall cooperate with the competent authority and the authorized entities and shall be guided by their instructions agreed by the Organization.

The advisers should, in the course of their advisory work, instruct any technical staff the competent authority or the authorized entities may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

5. Technical equipment or supplies owned by the Organization and importing by it on the territory of the Russian Federation shall remain its property.

#### ARTICLE II

### Participation of the Government in Cooperation

- 1. The Government shall use all the means available to it to facilitate the effective development of the technical advisory cooperation in accordance with this Agreement.
- 2. The Parties shall hold consultations regarding the publication of any findings and reports of advisers of the Organization that may prove of benefit to the Organization and to other countries.
- 3. The Government shall provide assistance to the Organization in the gathering and compilation of the information as is necessary to enable the Organization to analyse and evaluate the results of the programmes of technical advisory cooperation.
- 4. By separate agreement between the Parties, the Government shall make available to the Organization such labour, services, supplies and equipment as may be required for the fulfillment of this Agreement.
- 5. The Government shall provide any necessary medical assistance and hospital care to the staff of the Organization on the territory of the Russian Federation.

  The Organization shall pay for medical services, transport and hospital fees for staff on the

territory of the Russian Federation.

#### ARTICLE III

# Participation by the Organization in cooperation

- 1. The Organization shall cooperate with the Government, subject to its budgetary limitation or the availability of the necessary funds.
- 2. By separate agreement between the Parties, the Organization in order to fulfill mutually beneficial cooperation shall:
- (a) defray the salaries, transport costs and per diem costs of the advisers of the Organization;
- (b) provide the insurance of the advisers of the Organization;
- (c) defray the costs for purchase and transport to the Russian Federation of any equipment or supplies provided by the Organization;
- (d) defray the other expenses approved by the Organization necessary for carrying out the technical and advisory cooperation programs.

#### ARTICLE IV

# Office of the Organization on the territory of the Russian Federation

- 1. The Organization may, under separate agreement concluded with the Government, establish and operate an Office and branches thereof on the territory of the Russian Federation, and determine the terms of reference of the office for the purpose of implementing this Agreement.
- 2. The legal status, privileges and immunities of the Office, its branches and of the staff assigned to them, shall be determined in accordance with the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, including Annex VII, relating the Organization, and by separate agreement between the Parties.

#### **ARTICLE V**

# Settlement of disputes relating to the application and interpretation of this Agreement

In the event of a dispute relating to the interpretation or application of this Agreement, the Parties shall endeavor to resolve it through negotiations.

#### ARTICLE VI

# Final provisions

- 1. This Agreement shall enter into force upon signature.
- 2. By agreement between the Parties, this Agreement may be modified.
- 3. This Agreement may be terminated by either Party by giving written notice to the other Party.

The Agreement shall cease to be in force sixty days after the date of receipt of such notice.

Done at Geneva on the 18<sup>th</sup> of January 2009 in two originals, each in the Russian and English languages, both texts being equally authentic.

For the World Health Organization

Mehan

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