

WORLD HEALTH
ORGANIZATION

EXECUTIVE BOARD

Seventh SessionORGANISATION MONDIALE
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ORIGINAL: English.

WAIVING OF CUSTOMS DUTIES ON INSECTICIDES.

1. The Expert Committee on Malaria at its second session in May 1948 recommended that "the question of the waiving of customs duties on insecticides in non-manufacturing countries be referred to the appropriate bodies of the ECOSOC of the United Nations".

This was followed over the next two years by a series of resolutions and recommendations by the Expert Committee on Insecticides, the World Health Assembly, and ECOSOC, supporting the principle and urging all Member Governments to take appropriate steps to ensure the freer flow of insecticides into countries where they are needed for necessary public health work.
2. Available evidence appears to indicate that these resolutions and recommendations have been without any significant effect on the problem. One country only, which previously applied tariffs, has announced that it has complied with this Resolution; several countries still apply high customs duties on insecticides.
3. It was felt, therefore, that the wishes of the World Health Assembly might best be achieved through an International Agreement on the Importation

Expert Committee on Insecticides 1st Session (WHO/Insecticides/5)
Second World Health Assembly (Off. Rec. WHO 21; WHA 18)
ECOSOC 9th Session Resolution 225 (IX)
Third World Health Assembly (Off. Rec. WHO 28; WHA3.43)
ECOSOC 11th Session Resolution 297 (XI)
Expert Committee on Insecticides 2nd Session (WHO/Insecticides/11)
Expert Committee on Malaria 4th Session (WHO/Mal/70)

of Insecticides whereby Members would undertake not to apply customs duties or other related charges on the importation of insecticides and the apparatus for their application. To this end a Draft Agreement was drawn up and submitted to the Torquay Session of the Contracting Parties to the General Agreement on Tariffs and Trade, requesting that the Trade Experts attending the Meeting advise WHO on what action might be taken towards shaping the Agreement into a sound and workable instrument of International Trade. GATT established a working party of seven members which considered the Agreement along with representatives of WHO. The working party considered itself as a group of experts and not as representatives of governments. The technical advice given involved no commitments on the part of the Contracting Parties. In submitting to GATT a revised text of the Draft Agreement, the Working party pointed out that there was a division of opinion on the effectiveness of such an Agreement. Some members held the view that the problem was not susceptible to solution by an International Tariff Agreement of the kind proposed and that the best course for WHO to follow would be to make recommendations to its Members calling for measures to ensure the freer flow of insecticides. Other members felt that, as Resolutions along these lines by ECOSOC and WHO had not had any appreciable effect on the problem, a formal Agreement would be more effective than a Resolution and considered that the Draft Agreement submitted by WHO, as amended by the Working Party, would be a useful and workable instrument of International Trade which would assist the purposes of WHO. The full text of a letter from the Executive Secretary of ICITO to the Director General of WHO is attached (Annex I) in which are communicated the views of the Contracting Parties to GATT.

4. The draft Agreement (Annex 2) contains, with certain drafting amendments, the substantive clauses considered by the Contracting Parties. The final (protocolary) clauses have, however, been rewritten following the form recommended by the United Nations for inter-governmental agreements in order to facilitate states with differing constitutional procedures becoming parties to the Agreement.

The Executive Board is requested to decide whether WHO should sponsor such international agreement as this and if so, what procedure should be adopted in order that it be concluded between States.

Should the Board decide that the sponsoring of an agreement is desirable, three alternative procedures are open for consideration:

1. If it is felt that such an agreement falls within the definition of an "agreement with respect to any matter within the competence of the Organisation" under Article 19 of the Constitution, it could then be adopted by the Health Assembly at some future session under the provisions of Articles 19 and 20 of the Constitution. It may be noted that this procedure is similar to that provided for in the Constitution of the International Labour Organisation for the adoption of Labour Conventions, no signature being required by the contracting parties at the time of adoption.

2. If it is felt that the scope of the agreement falls outside the terms and intention of the Constitution, it would then be necessary for the Agreement to be concluded by the contracting States themselves at an international conference. It would be possible for the Health Assembly itself to sit as an international conference for this purpose, the delegates being provided with wider powers than are normally required for the exercise of their functions under the Constitution.

It is considered that this and the preceding alternative would not entail any considerable additional cost to the Organisation. Since the proposed Agreement enters into a field not exclusively medical it may be considered that the second alternative would be preferable.

3. If it is considered that neither of the above are acceptable, it would be possible for WHO to request ECOSOC to sponsor an international conference to deal with the matter on behalf of WHO. This alternative would require the allotment of additional funds and would have the added disadvantage that the matter would then fall outside the direct sphere of influence of WHO.

Following the practice utilised for previous international agreements concluded under the auspices of WHO, it is suggested that any draft proposed

should be submitted to governments for consideration in advance of its consideration by the conference having to approve it.

It is recognized that the wording of the Agreement would have to be adjusted according to the procedure selected as being the most suitable.

LETTER DATED 16 DECEMBER 1950 FROM EXECUTIVE SECRETARY, ICITO
TO DIRECTOR-GENERAL, WHO

I have the honour to refer to your letter addressed to me of 23 August 1950, together with a draft Agreement on the importation of insecticides, of raw materials and equipment necessary for the preparation of such insecticides, and of apparatus for their application intended exclusively for use for public health purposes.

In this letter you requested that the draft Agreement be submitted to the Contracting Parties at their Fifth Session, for the advice of the trade experts attending the meeting, towards shaping it into a sound and workable instrument of international trade.

The Contracting Parties established a Working Party of seven of their members, who, after a careful examination of the Agreement, submitted a report on the basis of which the discussion by the Contracting Parties took place. The Contracting Parties have requested me to communicate to you the following comments.

Certain modifications were found to be necessary in the draft submitted by the World Health Organization in order to make it generally acceptable as a basis for the legislative or the administrative action required to give effect to the purpose of the Agreement. These modifications and amendments are dealt with in the following paragraphs.

As the raw materials, diluents and apparatus for the application of insecticides consist of goods which are ordinary articles of commerce, such goods when intended exclusively for public health purposes within the scope of the Agreement should, as far as possible, be defined without unduly limiting the scope of the Agreement. A draft list has therefore been incorporated in the Agreement as an annex, and provision has been made for the periodical revision of this list in order to take advantage of new knowledge, information and experience in this field.

It was recognized that many of the products which would be covered by the Agreement are already being manufactured or processed in countries which would have need to use them in the course of campaigns against insect borne diseases, and that it was not the intention of the Agreement to prevent continued developments of this kind. In this matter due note was taken of the resolution of the Third World Health Assembly, calling on Member States of the World Health Organization to ensure the freer flow of insecticides and their ingredients into countries where they are needed for necessary public health work, and where domestic production is either non-existent or insufficient to meet the countries' needs. Provision has therefore been made so that the Agreement would not require the elimination of import duties found necessary to prevent serious disadvantage to products covered by the Agreement, which are commercially produced or manufactured in the respective territories.

In most cases, equipment necessary to the processing and/or manufacture of insecticides is equally usable for other purposes. The practical difficulties of maintaining supervision or control over the use of such equipment in order to limit such use to the exclusive purpose of processing insecticides would make it administratively impracticable to provide specially favoured import treatment of these products. However, in accordance with the terms of Article III, paragraph 1, the contracting states are urged to promote by every practicable means the free flow of products, materials and equipment essential for campaigns against insects carriers of diseases of man. Attention is invited to certain procedural modifications which have been incorporated in the text of the revised draft Agreement in order to take account of the following considerations.

It is advisable that the Agreement should be open for signature by all states and not only by Member States of the World Health Organization. It also appears desirable to adopt the generally accepted procedure in matters of deposit of instruments with the Secretary-General of the United Nations.

It is presumed that the reports called for in Article X, paragraph 4 on action to be taken by contracting states pursuant to the terms of the Agreement, would refer to the procedures adopted by those states and not be detailed statements of goods exempted.

The attention of the World Health Organization is also invited to the desirability of not including in the list in the Annex trade names while retaining internationally known names along with synonyms and the full chemical names of the products. Where the use of trade names is for reasons of precision in description unavoidable, these names would be more properly the subject of footnotes.

The draft of the Agreement, as amended by the Working Party, in the light of the considerations mentioned above, is attached. It must, however, be pointed out that most of the representatives of the contracting parties who participated in the discussions considered that, inter alia, the nature of the products concerned was such that they were not suitable for an agreement of this kind, and that the attempt to deal with the question by such an Agreement had led to a document which was so full of exceptions and reservations that it was virtually without any binding force. These representatives, therefore, considered that the World Health Organization would have to seek some other way of achieving the purposes it has in view. It was, however, pointed out by other representatives that the Economic and Social Council and the World Health Assembly had adopted resolutions in an attempt to deal with this question, over the last two years, without any significant effect on the problem on hand. These representatives also felt that in any case a formal Agreement would be more effective than a resolution, and, while preferring to see the scope of the Agreement broadened, they nevertheless considered that the present draft Agreement would be a useful and workable instrument to international trade which would assist the purposes of the World Health Organization.

INTERNATIONAL AGREEMENT ON THE IMPORTATION OF INSECTICIDES, OF CERTAIN
RAW MATERIALS AND OF APPARATUS ESSENTIAL FOR THEIR APPLICATION INTENDED
EXCLUSIVELY FOR PUBLIC HEALTH PURPOSES

The States Parties to the present Agreement,

CONSIDERING that insecticides represent the most effective weapon for the control of insect-borne diseases and are consequently of paramount importance in the improvement of the health of those peoples of the world exposed to insect-borne diseases of man;

CONSIDERING that the imposition of customs tariffs and import restrictions on insecticides, insecticide formulations and certain raw materials essential for their manufacture and on apparatus essential for their application is detrimental to the development of campaigns against insect-borne diseases of man unless adequate measures are being or have been taken to ensure their supply from local sources or manufacture;

EMPHASIZING the necessity of ensuring a free flow of these insecticides, materials and apparatus into countries where they are needed for public health work,
HAVE AGREED upon the following provisions;

Article I

1. Each State party to this Agreement undertakes not to apply customs duties or other charges on, or in connexion with, the importation of the following insecticides, materials and apparatus, as more fully described in the Annex hereto, products of another State party, intended exclusively for public health purposes, when imported by persons or bodies authorized by the competent authorities of the importing State:

- (a) Basic insecticides and their formulations, for use against insect carriers of diseases of man;
- (b) Raw materials essential for the processing within the territory of the importing State of such basic insecticides and their formulations;

(c) Apparatus essential for the application of such insecticides and their formulations.

2. Each State party to this Agreement shall be at liberty, within the obligations set forth herein, to apply any measure it may deem advisable in order to ascertain whether any of the insecticides, materials and apparatus set forth in paragraph 1 of this Article will be used exclusively for public health purposes.

Article II

The provisions of Article I shall not prevent any State party to this Agreement from levying on imported insecticides, materials and apparatus as described therein:

1. Such import charges or duties as may be deemed essential, after a thorough review of all relevant circumstances, to prevent serious injury or damage to domestic production of similar products;
2. Internal taxes or any other internal charges of any kind, levied at the time of importation or subsequently, not exceeding those applied directly or indirectly to similar domestic products;
3. Fees and charges, other than customs duties, imposed by governmental authorities on, or in connexion with importation, limited in amount to the approximate cost of the services rendered, and representing neither an indirect protection to domestic products nor a taxation of imports for revenue purposes.

Article III

The States parties to this Agreement which at any time apply quantitative restrictions and exchange control measures affecting the importation of the insecticides, materials and apparatus described in Article I undertake to grant, as far as possible, the foreign exchange and licences necessary for their importation.

Article IV

The States parties to this Agreement undertake that they will, as far as possible:

1. Continue their common efforts to promote by every practicable means the free flow of insecticides, materials and equipment essential for campaigns against insect carriers of diseases of man;
2. Adopt the appropriate administrative measures for the simplification of regulations concerning the importation of such insecticides, materials and equipment.
3. Facilitate the expeditious and safe customs clearance of such insecticides, materials and equipment.

Article V

This Agreement, of which the English and French texts are equally authentic, shall remain open to all Member States of the World Health Organization for signature or acceptance.

Article VI

1. States may become parties to this Agreement by:
 - (a) Signature without reservation as to approval;
 - (b) Signature subject to approval followed by acceptance; or
 - (c) Acceptance.
2. Acceptance shall be effected by the deposit of a formal instrument with the Director-General of the World Health Organization.

Article VII

This Agreement shall come into force when ten States have become parties to it in accordance with the provisions of Article VI.

Article VIII

1. The States parties to this Agreement, on the date of its coming into force, shall each take all necessary measures for its fully effective operation within a period of six months after that date.

2. For States which become parties to this Agreement after the date of its coming into force, the measures provided in paragraph 1 of this Article shall be taken within a period of three months from the date of their becoming parties to this Agreement.
3. Within one month from the expiration of the periods mentioned in paragraphs 1 and 2 of this Article, the States parties to this Agreement shall submit a report to the Director-General of the World Health Organization on the measures which they have taken for such fully effective operation.
4. Thereafter each State party to this Agreement shall make an annual report to the Director-General of the World Health Organization on the action taken by it with respect to this Agreement.
5. The Director-General of the World Health Organization shall transmit these reports to all States parties to this Agreement and to the International Trade Organization or to its Interim Commission.

Article IX

Any State party to this Agreement may, at the time of signature or acceptance, or at any time thereafter, declare by notification addressed to the Director-General of the World Health Organization that this Agreement shall extend to all or any of the territories for the conduct of whose international relations that State is responsible.

Article X

1. Two years after the date of the coming into force of this Agreement, any State party to this Agreement may, on its own behalf or on behalf of any of the territories for the conduct of whose international relations that State is responsible, denounce this Agreement by notification in writing deposited with the Director-General of the World Health Organization.
2. The denunciation shall take effect one year after the receipt of the notification of denunciation.

Article XI

1. Any question or dispute concerning the interpretation or application of this Agreement may be referred by any State concerned to the Director-General of the World Health Organization who shall attempt to settle the dispute.
2. If such dispute is not thus settled, it may by written application be referred by any State concerned to the International Court of Justice for settlement.

Article XII

1. At the request of one-third of the States parties to this Agreement the Director-General of the World Health Organization shall place upon the agenda of the World Health Assembly the question of a meeting of the States parties to this Agreement for the revision of this Agreement.
2. With the object of extending the scope and increasing the effectiveness of this Agreement, the Director-General, upon the recommendation of the Executive Board, shall place upon the agenda of the World Health Assembly the question of a meeting of the States parties to this Agreement for the revision of the Annex in the light of new knowledge, information and experience.

Article XIII

The Annex to this Agreement is hereby made an integral part of this Agreement.

Article XIV

The Director-General of the World Health Organization shall inform all Member States of the World Health Organization and the Secretary-General of the United Nations of the date on which this Agreement has come into force. He shall also inform them of the dates when other States have become parties to this Agreement as well as of the notifications and denunciations provided for respectively in Articles IX and X.

Article XV

Upon the coming into force of this Agreement the Director-General shall deliver certified true copies to the Secretary-General of the United Nations for registration, in accordance with Article 102 of the Charter.

IN FAITH WHEREOF the undersigned, duly authorized, have signed this Agreement on behalf of their respective Governments.

DONE at this day of
one thousand nine hundred and in a single copy, which shall remain deposited in the archives of the World Health Organization and certified true copies of which shall be delivered to all Member States of the World Health Organization and to the International Trade Organization or to its Interim Commission.

ANNEX

The insecticides materials and apparatus listed below shall fall within the scope of Article I of the Agreement:

1. BASIC INSECTICIDES AND THEIR FORMULATIONS

1.1 Basic insecticides: Technical grade synthetic and natural compounds specifically noted for their lethal action on insects carriers of diseases of man, including:

1. TECHNICAL BENZENE HEXACHLORIDE (12-14% Gamma BHC)¹ (Synonym BHC)

Chemical name: 1,2,3,4,5,6-Hexachlorocyclohexane.

2. CHLORDANE² (Synonym: chlordan)

Chemical name: 1,2,3,4,5,6,7,8-Octachloro-3a, 4,7,7a-tetrahydro-4,7-methanoindane.

3. 1,1-bis (p-Chlorophenyl)-2,2-dichloroethane³. Also known as dichloro-diphenyl-dichloroethane and as 2,2-bis-(p-chlorophenyl)-1,1-dichloroethane.

4. 2,2-bis-(p-Chlorophenyl)-1, 1, 1-trichloroethane⁴

5. LINDANE (essentially pure gamma isomer of benzene hexachloride, not less than 99% pure)

Chemical name: 1,2,3,4,5,6-hexachlorocyclohexane.

6. METHOXYCHLOR (Synonyms: the p,p'-dimethoxy analogue of DDT, methoxy analogue of DDT, and dianisyl analogue of DDT).

Chemical name: 2, 2-bis (p-Methoxyphenyl)-1,1, 1-trichloroethane).

7. PYRETHRUM (Synonyms: Insect powder, Kenya flowers, Trieste flowers. This may consist of the plant Chrysanthemum (Pyrethrum) cinerariaefolium, the flower heads of this plant, their several extracts, and their active principles).

¹ Also known as: "Gammexane"; "666".

² " " " : "Octa-klor"; "1068", "Velsicol 1068".

³ " " " : "DDD"; "Rhothane D-3"; "TDE".

⁴ " " " : "DDT"; "Gesarol"; "Neocid".

- 1.2 Insecticide formulations: Basic insecticides as defined in paragraph 1.1 above which have been combined with or dissolved in other ingredients, including:
- Wettable or dispersable powders of all strengths
 - Emulsifiable concentrates of all strengths
 - Solutions in oil, of all concentrations
 - Dusts of various concentrations
2. RAW MATERIALS ESSENTIAL FOR THE LOCAL PROCESSING OF BASIC INSECTICIDES AND THEIR FORMULATIONS
- 2.1 Raw materials essential for the processing of basic insecticides:
- Organic and inorganic substances, whether in the crude, intermediate, or purified form, which will be used exclusively, for the production of basic insecticides as defined in paragraph 1.1 above, including:
- Benzene
 - Chlorine
 - Indene
 - Sulphuric acid
 - Methyl alcohol
 - Ethyl alcohol
 - Pyrethrum
- 2.2 Raw materials essential for the processing of insecticide formulations:
- Organic and inorganic substances, whether in the crude, intermediate, or purified form, which will be used exclusively, for the production of insecticide formulations as defined in paragraph 1.2 above, including:
1. Solvents such as xylene, solvent naphtha, kerosene, oils and other petroleum fractions.
 2. Wetting and Spreading agents such as sulphated alcohols $C_{12}H_{25}OSO_3Na$, and alkyl naphthalene sulphonates (butyl and isopropyl substitution compounds and their alkali salts.)
 3. Inert dusts such as China clay, chalk, talc, gypsum, pyrophyllite.

4. Emulsifiers such as sulphated Fatty alcohols, sulphonated oils, soaps, gelatin, casein, alkyl naphthalene sulphonates¹.

3. APPARATUS ESSENTIAL FOR THE APPLICATION OF INSECTICIDES AND INSECTICIDE FORMULATIONS

Hand and/or mechanically operated spraying, dusting, misting and fogging devices which are essential to, and which will be used exclusively for, the application of insecticides and insecticide formulations, namely:

1. Knapsack and compression sprayers
2. Hand sprayers
3. Stirrup pumps
4. Power sprayers (motor-driven)
5. Misting and fogging machines
6. Special spraying, misting or fogging apparatus for attachment to vehicles or airplanes
7. Dusting apparatus (apparatus for applying insecticide dusting powder)
8. Spare or replacement parts for the apparatus in sub-paragraphs 1 to 7 above, when imported with such apparatus.

¹ The following is the composition of some commercial products:

Diethyl sodium sulphosuccinate;
Sodium isopropyl naphthalene sulphonate;
Oleyl dimethyl amine oxide;
Sulphonated oil, soap and pine oil;
Highly sulphonated methyl oleate;
Sulphonated fatty alcohol, soda neutralized;
Ethylene oxide-alkylated cresol condensate;
Highly sulphonated fatty ester;
Sulphonated castor oil (potash neutralized);
Sorbitan esters of higher fatty acids;
Phthalic glyceryl alkyl resin;
Sodium alkyl naphthalene sulphonate plus pine oil.