

GENERAL AGREEMENT ON TARIFFS AND TRADE

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CONTRACTING PARTIES
Fifth Session

REPORT OF WORKING PARTY "D" ON THE REQUEST OF THE WORLD HEALTH ORGANIZATION CONCERNING INSECTICIDES

In accordance with its terms of reference, the Working Party considered the letter from the World Health Organization, and in connection therewith examined, in consultation with the representatives of the World Health Organization, the feasibility of a draft Agreement, having as its aim the reduction of trade barriers affecting the importation of insecticides and certain apparatus and materials necessary for campaigns against insects carriers of diseases of man.

To this end the Working Party, regarding itself as a group of experts and not representatives of governments, prepared a revised draft Agreement. This draft Agreement involves no commitments on the part of the Contracting Parties.

At the same time, the Working Party points out that there was a considerable division of opinion on the effectiveness of such a draft Agreement. Some members held the view that the problem was not susceptible of solution by an international tariff agreement of the kind proposed, and that in any case the present draft contained so many exceptions that it was no more effective than a resolution. Those who considered it so narrow as to be ineffective held the view that the best course for the World Health Organization to follow would be to make recommendations to its States Members calling for measures to ensure the freer flow of insecticides. It was, however, pointed out that resolutions along these lines had been adopted by the Economic and Social Council and by the World Health Assembly over the past two years without any significant effect on the problem in hand. Certain members of the Working Party 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 of international trade which would assist the purposes of the World Health Organization. Another member of the Working Party considered that it had been necessary to limit the scope of the first draft submitted by the World Health Organization in order to give it greater precision.

The Working Party has also prepared a draft reply embodying appropriate technical advice as to the feasibility of the Agreement proposed and such improvements as would appear desirable to introduce in the procedure suggested, to achieve the objectives of the World Health Organization in this field.

The Working Party recommends that the Contracting Parties transmit the attached draft Agreement and the letter to the Director-General of the World Health Organization.

Attachment 1: Draft letter to Director-General, World Health Organization
Attachment 2: Draft Agreement

Attachment 1: Draft Letter to Director-General,
World Health Organization.

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.

There were two views on whether an agreement of this type was the best method to be pursued by the World Health Organization for the purposes it has in view. One view held was that these aims would be best served by a resolution of the World Health Assembly calling on Member States to facilitate the freer flow of insecticides in international trade. The other view was that such an Agreement even though restricted in scope, would serve a useful purpose, while a resolution was unlikely to make any significant contribution to the solution of the problem.

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 recognised 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

In most cases, equipment necessary to the processing and/or the 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, their names would be more properly the subject of footnotes.

In the light of the considerations mentioned above, there is attached the draft of the Agreement as amended by the Working Party.

Attachment 2: D R A F T

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

Preamble

The Contracting States

Considering that Insecticides represent the most effective weapon available today in 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 in connection with insecticides, insecticide formulations, and certain raw materials and equipment essential to their manufacture and 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

Emphasize the necessity to ensure a free flow of these materials into countries where they are needed for public health work and have, therefore, agreed to the following provisions:

ARTICLE I

1. Each Contracting State undertakes not to apply customs duties or other charges on, or in connection with, the importation of the following supplies and apparatus, as more fully described in the Annex referred to in Article IV, products of another Contracting State, intended exclusively for public health purposes, when imported by persons or bodies authorised by the competent authorities of the importing State:

1.1 Basic insecticides and their formulations, for use against insects carriers of diseases of man.

1.2 Raw materials essential for the local processing of such basic insecticides and/or their formulations.

1.3 Apparatus essential for the application of such insecticides and their formulations.

2. Each Contracting State will be at liberty, within the obligations expressed by this Agreement, to apply any measure it may deem advisable in order to ascertain whether any supplies and apparatus mentioned in the previous paragraph will be used exclusively for public health purposes.

3. The provisions of paragraph 1. of this Article shall not prevent any Contracting State from levying on imported products:

3.1 Such import charges or duties as may be deemed essential, after thorough review of all relevant circumstances, to prevent serious injury or damage to domestic production of similar products;

3.2 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;

3.3 Fees and charges, other than customs duties, imposed by governmental authorities on, or in connection 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 II

The Contracting States which at any time apply quantitative restrictions and exchange control measures affecting the importation of the products specified in Article I of this Agreement, undertake to grant, as far as possible, foreign exchange and licenses necessary for their importation.

ARTICLE III

The Contracting States undertake that they will, as far as possible:

1. continue their common efforts to promote by every practicable means the free flow of products, 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 products;
3. facilitate the expeditious and safe customs clearance of such products.

ARTICLE IV

This Agreement shall not modify or affect the laws and regulations of any Contracting State or any of its International Treaties, Conventions, Agreements or Proclamations with respect to copyright, patents and trademarks.

ARTICLE V

Subject to the provisions of any previous Conventions to which the Contracting States may have subscribed for the settlement of possible disputes, the Contracting States undertake to have recourse to negotiations or conciliations with a view to settlement of disputes which may arise regarding the interpretation or the application of this Agreement.

ARTICLE VI

In case of dispute relating to the nature of the imported materials justifying their being considered falling within the definitions in subparagraphs 1.1 to 1.3 of Article I, the interested Parties may, by common agreement, refer to the Director-General of the World Health Organization for an advisory opinion.

ARTICLE VII

1. This Agreement, of which the English and French texts are equally authentic, shall bear today's date and remain open for signature by all Member States of the World Health Organization and any Non-Member State to which an invitation may have been addressed by the Executive Board of the World Health Organization.

2. The Agreement shall be ratified on behalf of the signatory States in accordance with their respective constitutional procedure.

3. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

ARTICLE VIII

The States referred to in paragraph 1 of Article VII may accept this Agreement from . Acceptance shall become effective on the deposit of a formal instrument with the Secretary-General of the United Nations.

ARTICLE IX

This Agreement shall come into force on the date on which the Secretary-General of the United Nations receives instruments of ratification or acceptance from ten States.

ARTICLE X

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

2. States which become parties to this Agreement after the date of its coming into force, agree to take these measures within a period of six months from the date of their becoming parties to this Agreement.

3. Within three months of the expiration of the periods mentioned in paragraphs 1 and 2 of this Article the States parties to this Agreement agree to submit a report to the Director-General of the World Health Organization of the measures which they have taken for such fully effective operation.

4. Thereafter each State party to this Agreement agrees to make an Annual Report to the Director-General of the World Health Organization on the action taken by it with respect to this Agreement in accordance with Article 20 and Chapter XIV of the Constitution of the World Health Organization.

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 (provisionally, to its Interim Commission).

ARTICLE XI

Any Contracting State may, at the time of the signature or the deposit of its instrument of acceptance, or at any time thereafter, declare by notification addressed to the Secretary-General of the United Nations that this Agreement shall extend to all or any of the territories for the conduct of whose international relations that Contracting State is responsible.

ARTICLE XII

1. Two years after the date of the coming into force of this Agreement, any Contracting State may, on its own behalf or on behalf of any of the /territories

territories for the conduct of whose international relations that State is responsible, denounce this Agreement by an instrument in writing, deposited with the Secretary-General of the United Nations.

2. The denunciation shall take effect one year after the receipt of the instrument of denunciation.

ARTICLE XIII

The Secretary-General of the United Nations shall inform the Director-General of the World Health Organization the date on which this Agreement has come into force. He will also inform him of the dates when States have become parties to this Agreement as well as of the notifications and denunciations provided for respectively in Articles XI and XII. The Director-General of the World Health Organization shall provide all States Members of the World Health Organization and Contracting States not members of the World Health Organization with the above information.

ARTICLE XIV

At the request of one-third of the Contracting States the Director-General of the World Health Organization shall place on the Agenda of the next session of the Health Assembly the question of a meeting of the Contracting States for the revision of the present Agreement.

ARTICLE XV

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

2. With the object of extending the scope and increasing the effectiveness of the Agreement, the Contracting States shall give full consideration each year to proposals by the World Health Assembly for modification of this Annex in the light of new knowledge, information and experience.

ARTICLE XVI

1. In accordance with the Regulations to give effect to Article 102 of the Charter of the United Nations this Agreement shall be registered with the Secretary-General of the United Nations on the date of its coming into force.

2. 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 United Nations and certified true copies
of which shall be delivered to all Member States of the World Health
Organization, to all other States signatories, and to the World Health
Organization and to the International Trade Organization (provisionally
to its Interim Commission).

A N N E X

1. The following descriptions refer to the materials and equipment mentioned in paragraphs 1.1, 1.2 and 1.3 of Article I of this Agreement:

1.1 Basic insecticides and their formulations.

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

- (1)
- 1.1.1.1 BENZENE HEXACHLORIDE (Synonym: EHC)
Chemical name: Gamma-1,2,3,4,5,6-Hexachlorocyclohexane
(2)
- 1.1.1.2 CHLORDANE (Synonym: chlordan)
Chemical name: 1, 2, 3, 4, 5, 6, 7, 8, 8-Octachloro-3a, 4, 7, 7a-tetrahydro-4, 7-methanoindane
(3)
- 1.1.1.3 DDD
Chemical name: 1, 1-bis (p-Chlorophenyl)-2, 2-dichloroethane. Also known as dichlorodiphenyl-dichloroethane and as 2, 2-bis-(p-chlorophenyl)-1, 1-dichloroethane.
(4)
- 1.1.1.4 DDT
Chemical name: 2, 2, bis-(p-Chlorophenyl)-1, 1, 1-trichloroethane)
- 1.1.1.5 LINDANE (essentially pure gamma isomer of benzene hexachloride, not less than 99% pure)
Chemical name: Gamma - 1,2,3,4,5,6-hexachlorocyclohexane. This is the most insecticidally active isomer isolated from benzene hexachloride and subsequently purified.
- 1.1.1.6 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)
- 1.1.1.7 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).

1.1.2 Insecticide formulations: Forms of the basic insecticides mentioned in paragraph 1.1.1 above which have been combined with or dissolved in other ingredients such as:

- 1.1.2.1 Wettable or dispersible powders of all strengths
- 1.1.2.2 Emulsifiable concentrates of all strengths
- 1.1.2.3 Solutions in oil, of all concentrations
- 1.1.2.4 Dists of various concentrations.

1.2 Raw materials essential for the local processing of basic insecticides and their formulations.

1.2.1 Raw materials essential for 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

- (1) Also known as : "Gammexane"; "666".
- (2) " " " : "Octa-klor"; "1068"; "Velsicol 1068".
- (3) " " " : "Rhothane D-3"; "TDE".
- (4) " " " : "Gesacol"; "Neocid".

insecticides referred to in paragraph 1.1.1 above, such as:

- 1.2.1.1 Benzene
- 1.2.1.2 Chlorine
- 1.2.1.3 Indene
- 1.2.1.4 Sulphuric acid
- 1.2.1.5 Methyl alcohol
- 1.2.1.6 Ethyl alcohol
- 1.2.1.7 Pyrethrum

1.2.2 Raw materials essential for 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 referred to in paragraph 1.1.2 above, such as:

- 1.2.2.1 Solvents (for example, xylene, solvent naphtha, kerosene, oils and other petroleum fractions)
- 1.2.2.2 Wetting and Spreading agents (for example, sulphated alcohols $C_{12}H_{25}OSO_3Na$), and alkyl naphthalene sulphonates (butyl and isopropyl substitution compounds and their alkali salts)
- 1.2.2.3 Inert dusts (for example, China clay, chalk, talc, gypsum, pyrophyllite, etc.)
- 1.2.2.4 Emulsifiers (for example, sulphated fatty alcohols, sulphonated oils, soaps, gelatin, casein, alkyl naphthalene sulphonates, etc...
The following is the composition of some of the commercial products:
 - Diocetyl sodium sulphosuccinate;
 - Sodium isopropyl naphthalene sulphonate;
 - Oleyl dimethyl amine oxide;
 - Sulphonated oil, soap and pine oil;
 - Highly sulphonated methyl oleate;
 - Sulphonated fatty alcohol, soda neutralised;
 - Ethylene oxide-alkylated cresol condensate;
 - Highly sulphonated fatty ester;
 - Sulphonated castor oil (potash neutralised);
 - Sorbitan esters of higher fatty acids;
 - Phthalic glyceryl alkyl resin;
 - Sodium alkyl naphthalene sulphonate plus pine oil).

1.3 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 referred to in paragraphs 1.1.1 and 1.1.2 above.

- 1.3.1 Knapsack and compression sprayers
- 1.3.2 Hand sprayers
- 1.3.3 Stirrup pumps
- 1.3.4 Power sprayers (motor-driven)
- 1.3.5 Misting and fogging machines
- 1.3.6 Special spraying, misting or fogging apparatus for attachment to vehicles or airplanes
- 1.3.7 Dusting apparatus (apparatus for applying insecticide dusting powder)
- 1.3.8 Spare or replacement parts for the apparatus as designated above, when imported with such apparatus.

