

No. 125

UNITED STATES OF AMERICA
and
VENEZUELA

Exchange of Notes constituting an agreement relating to a co-operative health and sanitation programme in Venezuela. Caracas, 18 February 1943

English and Spanish official texts communicated by the Officers in charge of the New York Office of the United States Mission to the United Nations. The filing and recording took place on 10 December 1948.

ETATS-UNIS D'AMERIQUE
et
VENEZUELA

Echange de notes constituant un accord relatif à un programme d'hygiène et de santé publique au Venezuela. Caracas, 18 février 1943

Textes officiels anglais et espagnol communiqués par le Directeur du bureau de New-York de la Mission des Etats-Unis d'Amérique auprès de l'Organisation des Nations Unies. Le classement et l'inscription au répertoire ont eu lieu le 10 décembre 1948.

No. 125. EXCHANGE OF NOTES¹ BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF VENEZUELA CONSTITUTING AN AGREEMENT RELATING TO A CO-OPERATIVE HEALTH AND SANITATION PROGRAMME IN VENEZUELA. CARACAS, 18 FEBRUARY 1943

I

The American Ambassador to the Venezuelan Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1226

Caracas, February 18, 1943

Excellency:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of America and the Government of the United States of Venezuela:

First.—The Government of the United States of Venezuela binds itself to create a special office that will be named “Oficina Cooperativa Interamericana de Salud Pública”, which will serve as intermediary for the cooperation between the Government of Venezuela and the Institute of Inter-American Affairs. The Oficina Cooperativa Interamericana de Salud Pública will function as a dependency of the Ministry of Health and Social Assistance.

Second.—The Institute of Inter-American Affairs will be represented in Venezuela by a group of public officials to be known as a “Field Party, Institute of Inter-American Affairs in Venezuela”. The head of the said group will be the representative of the Institute of Inter-American Affairs.

Third.—The Government of Venezuela and the Institute of Inter-American Affairs will agree with regard to the naming of the Director of the “Oficina Cooperativa Interamericana de Salud Pública”.

Fourth.—The funds necessary for the execution of the work to be accomplished in Venezuela by the “Oficina Cooperative Interamericana de Salud

¹ Came into force on 18 February 1943, by the exchange of the said notes.

Pública” shall be provided by the equivalent of a sum not greater than nine hundred fifty thousand American dollars (\$950,000.—) which the Institute of Inter-American Affairs will contribute, by means of the delivery of construction materials, machines, implements, payment of labor, salaries of employees and whatever other supply in kind; and by the contribution of the Government of Venezuela which shall be two bolivares (Bs.2.—) for each dollar that the Institute of Inter-American Affairs invests in this concept.

Fifth.—The funds that the Institute of Inter-American Affairs will contribute will be applied exclusively to the intensification of the Anti-Malaria campaign in Venezuela, in conformity with the projects elaborated by the Division of Malariology, provided they are approved by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

Sixth.—The referred to contribution of the Institute of Inter-American Affairs will be furnished to the Division of Malariology in accordance with the requirements of the work undertaken and agreed to by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

Seventh.—All contracts or agreements made between the “Oficina Cooperativa Interamericana de Salud Pública” and any other juridical entity or individual or any combination of juridical entities or individuals shall be effected in conformity with the general policy previously agreed upon by the Minister of Health and Social Assistance and the Director of the Oficina Cooperativa Interamericana de Salud Pública.

Eighth.—The Representative in Venezuela of the Institute of Inter-American Affairs shall present to the Division of Health and Sanitation of the Institute of Inter-American Affairs, reports on the activities of the Oficina Cooperativa Interamericana de Salud Pública, every time that the Institute of Inter-American Affairs requests it.

Ninth.—The accounts and books of the Oficina Cooperativa Interamericana de Salud Pública shall be available at any time for inspection by the competent agency of the Government of Venezuela and by the Institute of Inter-American Affairs.

Tenth.—The Oficina Cooperativa Interamericana de Salud Pública, as a dependency of the Ministry of Health and Social Assistance, will enjoy the rights and privileges that the law accords to like official dependencies, for example and

not exclusively, with regard to postal and telegraphic franking privileges, discounts with transportation companies, etc., and in the measure that the aforementioned dependencies enjoy customs exoneration, they will be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of merchandise destined for the use of the Oficina, it being understood that the Ministry can previously examine, as is done in the case of the other dependencies, the importation lists formulated.

Eleventh.—The salaries and expenses, including travel expenses of members of the “Field Party, Institute of Inter-American Affairs in Venezuela”, shall be paid by the Institute of Inter-American Affairs from funds exclusive of those constituting the contributions mentioned in clause Fourth.

Twelfth.—All work accomplished in conformity with this Agreement shall pass on to be the property of the Government of Venezuela.

Thirteenth.—No work shall be undertaken which will require materials the acquisition of which may obstruct any effort of continental defense, for war emergencies.

This note and Your Excellency’s reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

Please accept, Excellency, the renewed assurances of my highest consideration.

Frank P. CORRIGAN

His Excellency Dr. Caracciolo Parra Pérez
Minister for Foreign Affairs
Caracas

Undécimo.—Los sueldos y gastos, inclusive los gastos de viaje de los miembros del “Field Party, Institute of Inter American Affairs in Venezuela”, serán pagados por el Instituto de Relaciones Interamericanas de fondos distintos de los que constituyen los aportes mencionados en la cláusula cuarta.

Duodécimo.—Toda obra realizada de conformidad con este acuerdo, pasará a ser propiedad del Gobierno de Venezuela.

Décimotercero.—No se emprenderá ninguna obra que requiera materiales cuya consecución pueda obstaculizar cualquier esfuerzo de la defensa continental, por emergencias de guerra.

Esta nota y la contestación de Vuestra Excelencia en los mismos términos, constituirán un acuerdo respecto de lo consignado en las cláusulas que anteceden.

Válgome de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

C. PARRA PÉREZ

Al Excelentísimo Señor Frank P. Corrigan
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente

TRANSLATION¹ — TRADUCTION¹

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS
POLITICAL BUREAU

Section of Inter-American Affairs
No. 472.

Caracas, February 18, 1943

Mr. Ambassador:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of Venezuela and the Government of the United States of America:

First.—The Government of the United States of Venezuela binds itself to create a special office that will be named “Oficina Cooperativa Interamericana de Salud Pública”, which will serve as intermediary for cooperation between

¹ Translation by the Government of the United States of America.

¹ Traduction du Gouvernement des Etats-Unis d'Amérique.

the Government of Venezuela and the Institute of Inter-American Affairs, a dependency of the Office of Coordinator of Inter-American Affairs. The Oficina Cooperativa Interamericana de Salud Pública will function as a dependency of the Ministry of Health and Social Assistance.

[See note I]

This note and Your Excellency's reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

G. PARRA PÉREZ

His Excellency Frank P. Corrigan
Ambassador Extraordinary and Plenipotentiary
of the United States of America
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