

No. 391

**UNITED STATES OF AMERICA
and
ECUADOR**

Exchange of Notes constituting an agreement modifying and extending the agreement of 24 February 1942 relating to a co-operative health and sanitation programme in Ecuador. Quito, 21 June 1947

English and Spanish official texts communicated by the Permanent Representative of the United States of America at the seat of the United Nations. The registration took place on 1 April 1949.

**ETATS-UNIS D'AMERIQUE
et
EQUATEUR**

Echange de notes constituant un accord modifiant et prorogant l'accord du 24 février 1942 relatif à un programme de coopération en matière d'hygiène et de santé publique en Equateur. Quito, 21 juin 1947

Textes officiels anglais et espagnol communiqués par le représentant permanent des Etats-Unis d'Amérique au siège de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 1er avril 1949.

No. 391. EXCHANGE OF NOTES¹ CONSTITUTING AN AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND ECUADOR MODIFYING AND EXTENDING THE AGREEMENT OF 24 FEBRUARY 1942² RELATING TO A CO-OPERATIVE HEALTH AND SANITATION PROGRAMME IN ECUADOR. QUITO, 21 JUNE 1947

I

The American Chargé d'Affaires ad interim to the Ecuadoran Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Quito, June 21, 1947

No. 211

Excellency:

I have the honor to refer to the Embassy's note no. 503 of December 23, 1944 and the Ministry's reply, note no. 12—DDP—3 of January 15, 1945,³ the exchange of communications under which our governments agreed to continue until December 31, 1947 the cooperative program of public health and sanitation in Ecuador initiated in 1942.

Since Your Excellency's Government expressed a desire for an extension of this agreement, and since my government was agreeable to extend it in modified form to June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, undertook to discuss the matter with the appropriate officials of the Ecuadoran Ministry of Social Welfare and Labor. Approval of these direct discussions between Dr. Miller and the Ministry of Social Welfare and Labor was given during my recent conversation with the Under Secretary of the Ministry of Foreign Relations.

¹ Came into force on 21 June 1947, by the exchange of the said notes.

² See page 380 of this volume.

³ See page 384 of this volume.

Enclosed is a copy of the agreement which they reached as signed today by Dr. Miller for the Institute of Inter-American Affairs and by Dr. Adolfo Jurado Gonzalez for the Ministry of Social Welfare and Labor.

I would be glad if Your Excellency would be so good as to confirm to me your approval of the proposals set forth in this agreement.

It would be appreciated if I could have two signed copies of Your Excellency's reply.

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

Geo. P. SHAW
Chargé d'Affaires ad interim

Enclosures:

Copy of Agreement.

Copy of translation of Agreement.

His Excellency Doctor José Vicente Trujillo
Minister for Foreign Affairs
Quito

EXTENSION AGREEMENT

RELATIVE TO THE EXTENSION OF THE COOPERATIVE HEALTH AND SANITATION PROGRAM BY THE GOVERNMENT OF ECUADOR AND THE INSTITUTE OF INTER-AMERICAN AFFAIRS

This EXTENSION AGREEMENT between Dr. Adolfo Jurado González, Minister of Social Welfare and Labor (hereinafter called the "Minister"), representing the Government of Ecuador, and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Dr. Charles H. Miller (hereinafter referred to as the "Special Representative"), is entered into for the purpose of recording an extension and modification of the cooperative health and sanitation program which was undertaken in Ecuador pursuant to the exchange of notes between His Excellency Señor Dr. Eduardo Salazar, Minister Counselor of the Ecuadorean Embassy to the United States and the Honorable Mr. Sumner Welles, Under Secretary of State of the United States on February 24, 1942, as modified by subsequent exchange of notes between the Honorable Robert McGregor Scotten, Ambassador of the United States to Ecuador, and His Excellency Dr. Camilo Ponce Enríquez, Minister of Foreign Affairs of Ecuador, on December 23, 1944 and January 15, 1945, respectively, and in accordance with the agreement contained in the exchange of correspondence between the Representative of the Institute and the Minister of Social Welfare of Ecuador, dated January 4 and January 8, 1943, respectively, as further modified by later correspondence between the Executive Vice President of the Institute and the Minister of Social Welfare of Ecuador dated December 22, 1944, January 13, 1945, and January 18, 1945, (all of such notes and exchange of correspondence being hereafter collectively called the "Basic Agreement").

Clause I

The parties hereto mutually intend, agree and declare that the Basic Agreement, be and hereby is extended for an additional period of six months beginning the first day of January 1948 and ending the thirtieth day of June, 1948 and modified according to the clauses hereinafter set forth.

Clause II

The cooperative health and sanitation program in Ecuador shall continue to be carried out through the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "Servicio").

Clause III

The Institute shall continue to be represented in Ecuador by a field party of its officials and technicians known as the "Field Party of the Health and Sanitation Division of The Institute of Inter-American Affairs in Ecuador", and the Field Party shall remain under the immediate direction of an Institute official known as the "Chief of Field Party". The Chief of Field Party shall continue to serve as Director of the Servicio for the period comprehended by this Extension Agreement.

Clause IV

The balance (in the amount of approximately four hundred sixty thousand sucres — S/. 460,000.00) of the deposit of nine hundred twenty thousand sucres (S/. 920,000.00) required by the Basic Agreement to be made by the Government of Ecuador during January, 1947 in the Banco Central del Ecuador (or any other bank mutually agreed upon by the Minister and the Chief of Field Party) to the credit of the Servicio for use in carrying out the cooperative program, has not been made and the parties hereby agree to extend the time for making the deposit of such balance of approximately S/. 460,000.00 and the Government of Ecuador agrees to deposit such balance of funds in the said bank to the account of the Servicio during the month of August, 1947.

Clause V

In addition to the funds required to be deposited by the parties pursuant to the Basic Agreement and the funds referred to in Clause IV hereof, the cooperative health and sanitation program will be further financed as follows:

- A. The Institute shall contribute the sum of not to exceed \$180,000 USC, of which amount \$100,000 USC shall be deposited to the account of the Servicio in the bank mentioned in Clause IV hereof in the following manner:

During August 1947	\$ 50,000
During January 1948	50,000
	\$100,000

- B. The Institute will use the balance of funds, in the amount of \$80,000 USC, required to be contributed by this Extension Agreement for payment of the salaries and expenses, including traveling expenses of the personnel of the Institute Field Party in Ecuador and other Institute employees. The sum of \$80,000 USC will be retained by the Institute for these purposes and maintained separate and apart from the funds required hereby to be deposited to the account of the Servicio by the Institute and any unexpended portion of such retained funds shall remain the property of the Institute.
- C. The Government of Ecuador shall deposit in the account of the Servicio in the bank mentioned in Clause IV hereof the sum of two hundred thousand dollars USC — \$200,000 — or its equivalent in sucres, computed at a rate of exchange not smaller than 13.4 sucres to the dollar, in the following manner:
- One hundred thousand dollars, or its equivalent in sucres, during August, 1947.
- One hundred thousand dollars, or its equivalent in sucres, during January, 1948.
- D. The Institute may withhold from the deposits called for by Clause V—A hereof the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment and other expenses relating to the execution of the program. Any funds so withheld by the Institute shall be considered as deposited under the terms of Clause V—A hereof, but, if they are not expended or obligated for such purposes, they shall be deposited to the account of the Servicio at any time by mutual agreement of the Minister and the Chief of Field Party.
- E. By written agreement between the Minister and the Chief of Field Party, the dates for making deposits, as fixed under Clauses IV, V—A and V—C hereof may be amended according to the needs of the program.
- F. Contributions, in addition to those set out in Clauses IV, V—A and V—C may be received at any time by the Servicio from any source whatsoever and expended by it in the same manner as other funds for the uses and objectives of the cooperative health and sanitation program provided that the receipt of any such additional contributions by the Servicio shall first be agreed upon in writing in advance by the Minister, the Chief of Field Party and the Director of the Servicio.

- G. Interest on funds of the Servicio, and any income, upon investments of the Servicio, and any increment of assets of the Servicio of whatever nature or source, shall not be credited against the contributions of the Government of Ecuador or of the Institute.

Clause VI

The funds provided in this Extension Agreement for deposit to the Servicio may be used for maintaining projects in operation, and for projects to be placed in operation. The cooperative health and sanitation program shall continue to consist of individual projects. Each project shall be embodied in a written project agreement which shall be mutually accepted and signed by the Minister, the Chief of Field Party and the Director of the Servicio. Each project agreement shall define the nature of the work to be done, the allocation of funds therefor, the parties responsible for the execution of the project and any other matters which the contracting parties may wish to determine. The transfer from the Servicio to the Ministry of Social Welfare and Labor, or otherwise, of the administration, operation, control and ownership of the individual projects shall be determined and prescribed for in written agreements signed by the Minister, the Chief of Party and the Director of the Servicio.

Clause VII

The general policies and procedures governing the realization of the cooperative health and sanitation program, the carrying out of the projects, and the operations of the Servicio such as, but not limited to, the disbursement and accounting of funds, the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined and established by mutual agreement between the Minister, the Chief of Field Party and the Director of the Servicio. The procedures and methods established and in use for the operation of the Servicio under the Basic Agreement shall continue to apply to the operation of the Servicio during the period fixed in this Extension Agreement unless changed and amended as herein provided.

Clause VIII

The Servicio, an integral part of the Ecuadorean Government, shall be exempt and immuned from any and all taxes, fees, charges, imposts and customs duties, whether national, provincial or municipal and from all requirements for licences.

Clause IX

For the purpose of this agreement, the Government of Ecuador accepts and recognizes the Institute as a corporate instrumentality of the Government of the United States of America and therefore, among other things, the Institute shall be exempt from all import and export tariffs, taxes, contributions and other charges.

Clause X

The Minister, the Chief of Field Party and the Director of the Servicio are empowered to delegate their authority, prerogatives and functions to duly appointed representatives of their own choosing provided that each such representative shall be satisfactory to the said official of the other government.

Clause XI

This Extension Agreement shall become effective upon the exchange of diplomatic notes concerning the health and sanitation program between the Ministry of Foreign Affairs of the Government of Ecuador and the Embassy of the United States of America to Ecuador, or upon the date of execution hereof, in the event such notes have heretofore been exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the cooperative health and sanitation program, except as it is modified or is inconsistent with this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate in the English and Spanish languages at Quito, Ecuador, this 21st day of June, 1947.

Ministry of Social Welfare
and Labor
By A. JURADO
Minister

The Institute of Inter-
American Affairs
By Dr. Charles H. MILLER
Special Representative

TRANSLATION¹ — TRADUCTION²

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN RELATIONS
DIPLOMATIC DEPARTMENT

No. 150—DDP.

Quito, June 21, 1947

Mr. Chargé d'Affaires:

I have the honor to acknowledge receipt of your courteous note number 211 of June 21 of the current year, in which reference is made to communications number 503 of December 23, 1944, and 12—DDP—3 of January 15, 1945, exchanged between your Embassy and this Ministry, respectively, by which our two Governments agreed to continue, until December 31, 1947, the co-operative program of public health and sanitation in Ecuador, which was inaugurated in the year 1942.

2. You add that, after my Government proposed to your Government to extend the said Agreement, subject to amendments thereto, until June 30, 1948, Dr. Charles H. Miller, Special Representative of the Institute of Inter-American Affairs, began to discuss the said amendments with the proper Authorities of Ecuador—the same amendments that have been definitively approved and that appear in the Agreement signed today by Doctor Adolfo Jurado González, Minister of Social Security and Labor, and Doctor Miller, representing the Institute of Inter-American Affairs.

3. You were good enough to transmit copies of the above-mentioned Agreement to me with the note which I am answering.

4. Concerning this matter, I am happy to inform you that the Government of Ecuador accepts and ratifies the terms agreed upon in the above-mentioned Agreement.

5. I beg Your Honor to be so good as to express to the Government of the United States of North America the thanks of the Government of my country for this proof of friendly co-operation.

I avail myself of this occasion to renew to you the assurances of my distinguished consideration.

The Honorable Geo. P. Shaw
Chargé d'Affaires ad interim
of the United States of North America

José TRUJILLO

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

² Traduction du Gouvernement des Etats-Unis d'Amérique.