

No. 1368

**UNITED STATES OF AMERICA
and
NICARAGUA**

**Exchange of notes constituting an agreement relating to
the establishment and operation of a Technical Agri-
cultural Mission in Nicaragua. Managua, 25 January
and 1 February 1950**

Official texts: English and Spanish.

Registered by the United States of America on 21 August 1951.

**ÉTATS-UNIS D'AMÉRIQUE
et
NICARAGUA**

**Échange de notes constituant un accord relatif à la création
et au fonctionnement d'une mission technique agricole
au Nicaragua. Managua, 25 janvier et 1er février 1950**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 21 août 1951.

No. 1368. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND NICARAGUA RELATING TO THE ESTABLISHMENT AND OPERATION OF A TECHNICAL AGRICULTURAL MISSION IN NICARAGUA. MANAGUA, 25 JANUARY AND 1 FEBRUARY 1950

I

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

AMERICAN EMBASSY

Managua, D. N., January 25, 1950

No. 5

Excellency :

I have the honor to refer to the request of the Government of Nicaragua that the Government of the United States of America cooperate in the establishment and operation of a Technical Agricultural Mission in Nicaragua for the purpose of promoting the efficient production of strategic, complementary and subsistence agricultural products.

Pursuant to that request, I have the honor to state that the Government of the United States of America is prepared to cooperate with the Government of Nicaragua in the establishment and operation of the above-mentioned Mission in accordance with the following principles and procedures :

1. The general functions of the Mission shall include : (a) agricultural production investigations and technical assistance to enterprises for the development of the economy of Nicaragua; (b) establishment of approved agricultural practices by agricultural extension and education methods; (c) the propagation of planting material for distribution to farmers; and (d) cooperation with other institutions in the promotion of tropical agriculture through consultation and exchange of propagating material, scientific information, and personnel.

2. The Government of Nicaragua shall make available : (a) all land, buildings, services, and equipment necessary to conduct investigations, demonstrations, and propagation work designed to promote efficient and profitable agricultural production; (b) the funds necessary for the preparation, printing, and distribution of the necessary publications to be issued by the Mission;

¹ Came into force on 1 February 1950, by the exchange of the said notes.

(c) the services of at least one Nicaraguan scientist to cooperate with each scientist detailed to the Mission by the Government of the United States of America, the services of technologists, and such skilled and unskilled labor as may be necessary to conduct the work of the Mission; and (d) the transportation expenses incurred by Nicaraguan and United States members of the Mission for travel on station business within Nicaragua.

3. The Government of Nicaragua shall provide : (a) entry free of customs duties for (1) supplies and equipment for the Mission, and (2) supplies, clothes, foodstuffs, personal belongings, and automobiles of the citizens of the United States of America, serving as members of the Mission staff, and their families; and (b) exemption from all taxes, including those based upon salaries for those citizens of the United States of America, serving as members of the Mission staff, whose salaries are paid by the Government of the United States of America.

4. The Government of the United States of America, subject to the availability of funds for the purpose, agrees to provide : (a) the services of scientists to perform the functions of technical and administrative direction of the Mission; (b) current scientific journals on plant and animal science published in the United States; and (c) scientific equipment and apparatus not produced or manufactured in Nicaragua.

5. The Government of the United States of America and the Government of Nicaragua mutually agree : (a) that in order to provide joint supervisors over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a Mission Commission composed of one representative of each of the two Governments; that the Commission, subject to the approval of the Government of Nicaragua, will have authority to establish the qualifications and propose candidates for positions with the Mission; that the Commission may delegate to the Director of the Mission such of its functions as it may deem fit; (b) that the Commission, after consultation with the two Governments will negotiate an annual program memorandum supplemental to the present agreement; (c) that the obligations assumed by the Government of the United States of America for technical equipment and services, other than salaries of the scientists made available to the Mission by the Government of the United States of America, shall not exceed ten thousand dollars during any one fiscal year; and (d) that the obligations assumed by the Government of Nicaragua shall be determined by the program requirements, upon consultation with the Director of the Mission and the appropriate officials of the Government of Nicaragua.

6. No property which is transferred to the possession of the Mission from the agricultural experiment station established by the agreement effected

by exchange of notes signed at Washington on October 12 and 27, 1942,¹ or which at any future time shall come into the possession of the Mission, may be disposed of or sold to any private or public institution or to any individual, until such property has been declared by the Director to be surplus property, and then the method of sale or disposal must be in accordance with the regulations of the Government which holds title to the said property. The ownership of all properties and equipment of the Mission shall pass to the Government of Nicaragua at such time as the present agreement is legally terminated, except that the equipment belonging to and provided by the Government of the United States of America shall remain the property of that Government to be disposed of according to its rules and regulations pertaining thereto.

7. Any invention resulting from cooperative work carried on under the present agreement and made jointly by an employee or employees of the Government of the United States of America and an employee or employees of the Government of Nicaragua, or joint employees of the two Governments, shall be fully disclosed either by publication or by patenting. At the option of either of the two Governments, any such patent shall either (a) be dedicated to the free use of the people in its territory or (b) be assigned to such Government for licensing on a non-exclusive revocable and royalty-free basis within its territory. In any case in which it is desired to obtain a patent in any country other than the United States of America or Nicaragua, assignments thereunder shall be subject to mutual agreement.

8. Administrative details regarding the operation of the Mission, not inconsistent with the terms of the present agreement, may be determined by arrangements effected by communications between the Director of the Mission and an authorized official of the Government of Nicaragua.

9. The Government of the United States of America and the Government of Nicaragua mutually agree that the present agreement shall in all respects supersede the agreement regarding the establishment and operation of an agricultural experiment station in Nicaragua effected by exchange of notes signed at Washington on October 12 and 27, 1942.

10. The present agreement shall remain in force for a period of ten years unless the Government of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Nicaragua, the Government of the United States of America will consider that this note

¹ See p. 287 of this volume.

and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of Your Excellency's note.

Accept, Excellency, the assurances of my highest consideration.

Overton G. ELLIS, Jr.
Chargé d'Affaires, ad interim

His Excellency Dr. Oscar Sevilla Sacasa
Minister for Foreign Affairs
Managua, D. N.

II

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

SPANISH TEXT — TEXTE ESPAGNOL

REPÚBLICA DE NICARAGUA
AMÉRICA CENTRAL

MINISTERIO DE RELACIONES EXTERIORES

Managua, D. N., 1º de Febrero de 1950

DEPARTAMENTO DIPLOMÁTICO
ES/Nº 14

Señor Encargado :

Tengo el honor de dar aviso de recibo de su atenta comunicación Nº 5 del 25 de Enero próximo pasado, por medio de la cual atendiendo la solicitud de mi Gobierno para cooperar en el establecimiento y manejo de una Misión Agrícola Técnica en Nicaragua con el objeto de fomentar la eficiente producción de productos agrícolas estratégicos, complementario y de subsistencia, nos expone que su Ilustrado Gobierno está listo a cooperar con el de Nicaragua en el establecimiento y manejo de dicha Misión de acuerdo con los siguientes principios y procedimientos que traducidos al español paso a enumerar :

1. Las funciones generales de la Misión incluirán : (a) estudios sobre la producción agrícola y ayuda técnica a las empresas para fomentar la economía de Nicaragua; (b) establecimiento de prácticas agrícolas aprobadas por métodos de extensión y educación agrícola; (c) la propagación de material de plantas para distribuir las a los hacendados; y (d) cooperación con otras instituciones en el fomento de la agricultura tropical por medio de consultas y cambio de material de propagación, de información científica, y personal.

Así mismo manifiesta Vuestra Señoría que la respuesta favorable del Gobierno de Nicaragua y la nota que me honro en contestar constituye un Convenio entre los dos Gobiernos para el establecimiento de la Misión indicada, entrando en vigor en la fecha de la nota de esta Cancillería.

Mi Gobierno agradece profundamente la cooperación que el Ilustrado de Vuestra Señoría ofrece prestar a nuestro país para el establecimiento de la indicada Misión Agrícola Técnica en Nicaragua, aceptando, en consecuencia, el mencionado Convenio en la forma referida que ha sido propuesto.

Muy complacido aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi muy distinguida consideración.

Oscar SEVILLA SACASA
Ministro de Relaciones Exteriores

A Su Señoría Don Overton G. Ellis, Jr.
Encargado de Negocios Ad Interim
de los Estados Unidos de América
Managua, D. N.

TRANSLATION¹ — TRADUCTION²

REPUBLIC OF NICARAGUA
CENTRAL AMERICA

MINISTRY FOR FOREIGN AFFAIRS

Managua, D. N., February 1, 1950

DIPLOMATIC DEPARTMENT
ES/No. 14

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of your courteous communication No. 5 of January 25, 1950, by which, in response to my Government's request to cooperate in the establishment and operation of a Technical Agricultural Mission in Nicaragua for the purpose of promoting the efficient production of strategic, complementary and subsistence agricultural products, you state that your Government is prepared to cooperate with that of Nicaragua in the establishment and operation of the said Mission in accordance with the following principles and procedures of which I transcribe below a Spanish translation :

[See note I]

Your Excellency also states that the favorable reply of the Government of Nicaragua and the note to which I have the honor to reply constitute an Agree-

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

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

ment between the two Governments for the establishment of the said Mission, the Agreement to enter into force on the date of the note from this Ministry.

My Government sincerely thanks Your Excellency's Government for the cooperation it offers to our country for the establishment of the said Technical Agricultural Mission in Nicaragua, and, therefore, accepts the said Agreement in the form in which it has been proposed.

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

Oscar SEVILLA SACASA
Minister for Foreign Affairs

His Excellency Overton G. Ellis, Jr.
Chargé d'Affaires ad interim
of the United States of America
Managua, D. N.