

**UNITED STATES OF AMERICA
and
PERU**

Exchange of notes (with memorandum of agreement) constituting an agreement extending and modifying the Agreement of 19 and 20 May 1943, as extended and modified, relating to the establishment of the Inter-American Cooperative Food Production Service in Peru. Lima, 11 June 1945 and 22 November 1946

Exchange of notes (with memorandum of agreement) constituting an agreement extending and modifying the above-mentioned Agreement of 19 and 20 May 1943. Lima, 4 December 1946 and 29 January 1947

Exchange of notes constituting an agreement extending the above-mentioned Agreement of 19 and 20 May 1943, as modified and extended. Lima, 28 June and 8 July 1948

Exchange of notes constituting an agreement modifying and extending the above-mentioned Agreement of 19 and 20 May 1943, as modified and extended. Lima, 17 and 18 August 1949

Official texts: English and Spanish.

Registered by the United States of America on 7 September 1951.

No. 1396. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND PERU EXTENDING AND MODIFYING THE AGREEMENT OF 19 AND 20 MAY 1943,² AS EXTENDED AND MODIFIED,² RELATING TO THE ESTABLISHMENT OF THE INTER-AMERICAN COOPERATIVE FOOD PRODUCTION SERVICE IN PERU. LIMA, 11 JUNE 1945 AND 22 NOVEMBER 1946

I

*The American Ambassador to the Peruvian Acting Minister for
Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

Lima, June 11, 1945

No. 812

Excellency :

I have the honor to refer to my Note No. 216 of August 18, 1944,² transmitting the English and Spanish texts of the Memorandum of Agreement signed on June 1, 1944,² by Major General George C. Dunham, Executive Vice President of the Institute of Inter-American Affairs, and by His Excellency Godofredo A. Labarthe, Minister of Agriculture of Peru, extending to August 31, 1945, the Memorandum of Agreement dated May 19, 1943,² which concerned the establishment of the Inter-American Cooperative Food Production Service in Peru.

On June 8, 1945, there was signed in Lima by Mr. William C. Brister, Vice President of the Institute of Inter-American Affairs, and by His Excellency Godofredo Labarthe, Minister of Agriculture of Peru, a Memorandum of Agreement which reads in English and in Spanish as follows :

“ MEMORANDUM OF AGREEMENT

“ The Republic of Peru and The Institute of Inter-American Affairs, a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, hereby agree to extend the food production program provided for in the Memorandum of Agreement dated May 19, 1943,

¹ Came into force on 22 November 1946, by the exchange of the said notes, and, according to their terms, became operative retroactively on 31 August 1945.

² See p. 259 of this volume.

as extended by the Memorandum of Agreement dated June 1, 1944, between the two parties hereto, as hereinafter provided.

“ 1. The food production program shall continue to be carried out through the Servicio Cooperativo Inter-Americano de Producción de Alimentos (hereinafter called the “SCIPA”), which was created by the Government of Peru in accordance with the agreements of May 19, 1943, and June 1, 1944, referred to above.

“ 2. The provisions of article 4 of the agreement of May 19, 1943, are considered to have been fulfilled by the contribution of US\$162,976.77 (S/.1,056,904.35) by The Institute of Inter-American Affairs, and by the contribution of S/.1,056,904.35 (US\$162,976.77) that has been made by the government of Peru. The provisions of article 3 of the extended Memorandum of Agreement signed June 1, 1944, are considered to have been fulfilled as the result of contributions amounting to US\$150,000 (S/.972,750) by The Institute of Inter-American Affairs, and S/.1,945,500 (US\$300,000) by the Government of Peru, prior to the date of this agreement.

“ 3. For the purpose of extending the agreements of May 19, 1943 and June 1, 1944, The Institute of Inter-American Affairs will make available an additional sum of US\$75,000 (S/.486,375), and the government of Peru will likewise make available an additional sum of S/.972,750 (US\$150,000) for continuing the operations of SCIPA during the period August 31, 1945 through December 31, 1946.

“ 4. For the purpose of effectuating the objectives of this Extension Agreement, The Institute of Inter-American Affairs agrees to transfer to the account of SCIPA the sum of US\$75,000 (S/.486,375) on the following basis, except that The Institute of Inter-American Affairs may withhold the estimated or actual amount of money required to cover orders and costs placed for SCIPA in the United States. Payments shall be in bimonthly contributions as provided herein :

| | <i>U. S. Dollars</i> | <i>Peruvian Soles</i> |
|-----------------------------|--------------------------|---------------------------|
| September 1, 1945 | 9,375.00 | 60,796.87 |
| November 1, 1945 | 9,375.00 | 60,796.87 |
| January 1, 1946 | 9,375.00 | 60,796.87 |
| March 1, 1946 | 9,375.00 | 60,796.87 |
| May 1, 1946 | 9,375.00 | 60,796.88 |
| July 1, 1946 | 9,375.00 | 60,796.88 |
| September 1, 1946 | 9,375.00 | 60,796.88 |
| November 1, 1946 | 9,375.00 | 60,796.88 |
| | <hr/> | <hr/> |
| | 75,000.00 | 486,375.00 |
| | <hr/> | <hr/> |

“ 5. The Government of Peru agrees to transfer to the account of SCIPA the sum of S/.972,750 (US\$150,000) on the following basis :

| | <i>Peruvian Soles</i> | <i>American Dollars</i> |
|-----------------------------|---------------------------|-----------------------------|
| September 1, 1945 | 121,593.75 | 18,750.00 |
| November 1, 1945 | 121,593.75 | 18,750.00 |
| January 1, 1946 | 121,593.75 | 18,750.00 |
| March 1, 1946 | 121,593.75 | 18,750.00 |
| May 1, 1946 | 121,593.75 | 18,750.00 |
| July 1, 1946 | 121,593.75 | 18,750.00 |
| September 1, 1946 | 121,593.75 | 18,750.00 |
| November 1, 1946 | 121,593.75 | 18,750.00 |
| | <u>972,750.00</u> | <u>150,000.00</u> |

“ 6. The parties hereto by written agreement by the Chief of the Food Supply Mission and the Minister of Agriculture may amend the schedules for making the transfers as provided in paragraphs 4 and 5 above and agree to make the transfers as required by the needs of the program.

“ 7. All incomes accruing to the accounts of SCIPA as the result of normal project operation, through the liquidation of projects, or from whatever sources, will continue to be available to SCIPA for the promotion of those projects from which the income has accrued or, through mutual agreement between the Minister of Agriculture, the Chief of the Food Supply Mission and the Director of SCIPA may be apportioned to other projects of SCIPA. Funds contributed by The Institute of Inter-American Affairs, which may not have been expended or obligated by contract or other legal commitment, proportionately with funds contributed by the Peruvian Government, by December 31, 1946, shall be returned to The Institute of Inter-American Affairs. The unexpended and unobligated funds contributed by the Government of Peru and all accrued income from project operations on December 31, 1946, shall remain to the credit of the Peruvian Government with SCIPA.

“ 8. The funds contributed according to this agreement are to be employed only for maintaining or extending projects contemplated under the original agreement, and as provided for in the budget approved August 16, 1943, and as elaborated in the budget approved June 14, 1944, supported by Project Proposals approved by the Minister of Agriculture and the Chief of the Food Supply Mission of The Institute of Inter-American Affairs in Peru and Director of SCIPA, or as modified by them, except that no part of the additional funds contributed by The Institute of Inter-American Affairs shall be utilized in projects involving poultry, fisheries or warehouses.

“ 9. The Chief of the Food Supply Mission of The Institute of Inter-American Affairs in Peru shall continue as Director of SCIPA for the life of this agreement.

“ 10. The Agreements of May 19, 1943 and June 1, 1944, shall remain in full force and effect for the purpose of extending the cooperative food production program through December 31, 1946, except as specifically modified herein, and the provisions contained therein will apply during the life of this agreement.

“ 11. This agreement shall terminate on December 31, 1946. It is understood that during the life of this agreement, there will be an orderly withdrawal of the activities of the Food Supply Division of The Institute of Inter-American Affairs in Peru, and the gradual assumption of its functions by the appropriate entities of the Ministry of Agriculture.

Lima, June 8, 1945

For the Republic of Peru :

Godofredo A. LABARTHE
Minister of Agriculture

For the Institute of
Inter-American Affairs :

W. C. BRISTER
Vice-President,
Institute of Inter-American
Affairs ”

[SPANISH TEXT — TEXTE ESPAGNOL]

“ MEMORÁNDUM DE CONVENIO

“ La República del Perú y el Instituto de Asuntos Inter-Americanos, corporación de la Oficina de Asuntos Inter-Americanos y dependencia del Gobierno de los Estados Unidos de América, acuerdan, por el presente convenio, prorrogar el programa de producción de alimentos estipulado en el Memorándum de Convenio de fecha 19 de Mayo de 1943, y a su vez extendido en el Memorándum de Convenio de fecha 1º de Junio de 1944, entre las dos partes contratantes, bajo los términos detallados a continuación.

“ 1. — El programa de producción de alimentos continuará llevándose a efecto por intermedio del Servicio Cooperativo Inter-Americano de Producción de Alimentos (que en adelante se denominará el SCIPA) y que fué creado por el Gobierno del Perú de acuerdo con los convenios del 19 de Mayo de 1943 y del 1º de Junio de 1944, arriba mencionados.

II

The Peruvian Acting Minister for Foreign Affairs to the American Ambassador

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION¹ — TRADUCTION²MINISTERIO DE RELACIONES
EXTERIORES Y CULTOMINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

Lima, 22 de noviembre de 1946

Lima, November 22, 1946

Número : (H)-6-3/239

Number : (H)-6-3/239

Señor Embajador :

Mr. Ambassador :

Tengo a honra dar respuesta a la estimable nota de Vuestra Excelencia número 199, de 30 de setiembre último, en la cual tiene a bien referirse a la del Excelentísimo Señor John Campbell White, número 812, de 11 de junio del año próximo pasado, conteniendo los textos en inglés y español del memorándum de acuerdo suscrito el 8 de junio de 1945, por el señor Ministro de Agricultura, ingeniero Godofredo A. Labarthe, en nombre del Perú, y por el señor W. C. Brister, por el Instituto de Asuntos Interamericanos—dependencia del Gobierno de los Estados Unidos de América—por el cual prorroga el programa de producción de alimentos hasta el 31 de diciembre de 1946.

En respuesta, debo manifestar a Vuestra Excelencia que por Resolución Suprema N.º 473, expedida por el Ministerio de Agricultura con fecha 8 de junio de 1945, se dispuso aprobar el citado convenio de prórroga, referente a la continuación del funciona-

I have the honor to reply to Your Excellency's esteemed note number 199,³ of the 30th of last September, in which you are pleased to refer to that of His Excellency Mr. John Campbell White, number 812, of June 11th of last year, containing the texts in English and Spanish of the memorandum of agreement signed on June 8, 1945, by the Minister of Agriculture, engineer Godofredo A. Labarthe, in the name of Peru, and by Mr. W. C. Brister, for the Institute of Inter-American Affairs—an agency of the Government of the United States of America—by which the food production program is extended until December 31, 1946.

In reply, I must inform Your Excellency that by Supreme Resolution No. 473, issued by the Ministry of Agriculture on June 8, 1945, it was decided to approve the said agreement for extension, with reference to the continuing of the functioning of

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

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

³ Not printed by the Department of State of the United States of America.

miento del Servicio Cooperativo de Producción de Alimentos, como dependencia del Ministerio de Agricultura.

También me es grato comunicar a Vuestra Excelencia que el Ministro de Agricultura, en nota reciente, expresa a este Despacho el deseo de renovar sin modificación alguna el contrato con el Servicio Cooperativo Interamericano de Producción de Alimentos. Tal deseo se sustenta en el hecho de que la actual misión del SCIPA lleva tiempo en el país y ha comprobado la comprensión de nuestros problemas encontrándose, en el momento actual, en inmejorables condiciones para rendir su máximo fruto. Por estas razones nuestra Embajada en los Estados Unidos de América realizó gestiones para dicha renovación.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia, los sentimientos de mi más alta y distinguida consideración.

Por el Ministro
JAVIER DELGADO YRIGOYEN

Al Excelentísimo Señor Prentice Cooper
Embajador Extraordinario y
Plenipotenciario
de los Estados Unidos de América
Ciudad

the Cooperative Food Production Service, as a branch of the Ministry of Agriculture.

I am also pleased to inform Your Excellency that the Minister of Agriculture, in a recent note, expressed to this Office the desire to renew without any change the contract with the Inter-American Cooperative Food Production Service. Such desire is supported by the fact that the present SCIPA mission has been in the country some time and has increased the understanding of our problems, being, at the present time, in the most favorable situation for obtaining the best results. For these reasons our Embassy in the United States of America took steps for the said renewal.

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

For the Minister
JAVIER DELGADO YRIGOYEN

His Excellency Prentice Cooper
Ambassador Extraordinary and
Plenipotentiary
of the United States of America
City

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PERU EXTENDING AND MODIFYING THE AGREE-
MENT OF 19 AND 20 MAY 1943² RELATING TO THE
ESTABLISHMENT OF THE INTER-AMERICAN CO-
OPERATIVE FOOD PRODUCTION SERVICE IN PERU.
LIMA, 4 DECEMBER 1946 AND 29 JANUARY 1947

I

The American Ambassador to the Peruvian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Lima, December 4, 1946

No. 278

Excellency :

I have the honor to refer to this Embassy's note No. 812 of June 11, 1945³ transmitting the English and Spanish texts of the Memorandum of Agreement signed on June 8, 1945³ by William C. Brister and by His Excellency Godofredo Labarthe, Minister of Agriculture, extending to December 31, 1946 the revised Memorandum of Agreement dated May 19, 1943,² which concerned the establishment of an Inter-American Cooperative Food Production Service in Peru.

On December 4, 1946 there was signed in Lima by Colonel Arthur R. Harris and His Excellency Luis Rose Ugarte, Minister of Agriculture of Peru, a Memorandum of Agreement in English and Spanish, copies of which are attached. By virtue of this instrument the Agreement under reference is further extended until June 30, 1948.

If Your Excellency agrees, this note together with your reply indicating the approval of the Government of Peru will be considered as constituting an agreement between our two Governments on the subject. It is understood that this Agreement shall be effective as of January 1, 1947 and that it shall continue in force until June 30, 1948.

I avail myself of this occasion to extend to Your Excellency the renewed assurance of my highest and most distinguished consideration.

Prentice COOPER

His Excellency Dr. Enrique García Sayán
Minister for Foreign Affairs
Lima

¹ Came into force on 29 January 1947, by the exchange of the said notes, and, according to their terms, became operative retroactively on 1 January 1947.

² See p. 259 of this volume.

³ See p. 172 of this volume.

MEMORANDUM OF AGREEMENT

WHEREAS the Cooperative Program of Food Production between the Republic of Peru, acting through the Minister of Agriculture of the Republic, and the Government of the United States of America, acting through the Institute of Inter-American Affairs (hereinafter called the Institute,) covered by the Memorandum of Agreement of May 19, 1943 has contributed to the development of agriculture in Peru; WHEREAS the Government of Peru and the Government of the United States of America wish to derive the maximum benefit from the work performed to date under the basic agreement; WHEREAS the Government of Peru considers the Agreement to be indispensable to the economy and welfare of the country in the light of the acute shortage of essential commodities; WHEREAS the Republic of Peru believes that termination of the Agreement at this time might jeopardize the improvement of the basic economy of the country;

WHEREAS the Government of the United States of America recognizes the benefits of the program to the people of the Republic of Peru; and WHEREAS the Government of the United States of America and that of the Republic of Peru consistent with the declaration of Mexico have expressed their adherence to the principle that economic cooperation is essential to the common prosperity of the American nations; and WHEREAS the Government of Peru has requested that the agreement herein above mentioned be extended until June 30, 1948 :

The Republic of Peru, acting through the Minister of Agriculture of the Republic of Peru, and the Government of the United States of America, acting through the Institute of Inter-American Affairs, a corporate instrumentality of that Government (hereinafter called the Institute) hereby agree to extend as hereinafter set forth the Cooperative Program of Food Production provided for in the Memorandum of Agreement dated May 19, 1943 entered into by the parties hereto as extended by the agreements of June 1, 1944¹ and June 8, 1945.

1. The cooperative program of food production shall continue to be carried out through the Servicio Cooperativo Inter-Americano de Producción de Alimentos (hereinafter called the "SCIPA"), which was created by the Government of Peru in accordance with the Memorandum of Agreement of May 19, 1943 and continued by the Agreements of June 1, 1944 and June 8, 1945 referred to above.

2. The fields of activity which the programs of the SCIPA may embrace, as set forth in Article 3 of the Memorandum of Agreement, dated May 19, 1943, and as amended in the later Memoranda of Agreement mentioned herein, are hereby modified and restated as follows: The SCIPA will continue to develop programs to increase the production, processing and distribution of foodstuffs

¹ See p. 259 of this volume.

of vegetable and animal origin of primary necessity, which programs may include, without being limited to, the following items :

- (a) technical assistance in the fields of production, processing, storage and distribution of food products of animal and vegetable origin.
- (b) the study of the economic problems of production, processing, and distribution of foodstuffs, and the preparation of reports and studies destined to provide information essential to planning adjustments in the production of crops to domestic consumption requirements.
- (c) the development of new acreage, including agricultural colonization, and of plans for soil conservation; soil surveys and the rehabilitation of existing irrigation facilities; aid in new irrigation facilities and drainage.
- (d) the supply of means, tools, equipment, insecticides, seeds, livestock, and other materials, and of professional and technical services to agriculturists.
- (e) the development of a country wide agricultural extension service to improve production of food and to promote the agricultural industry generally.
- (f) technical studies and related work in the fields of nutrition, diet, and home economics, and to promote improved nutritional and general home economics practices through an organized extension service.
- (g) special assistance to inadequately financed operators of small farms, including the providing of equipment for hire at minimum prices, the making of "loans in kind" during periods of special emergency, etc.
- (h) the making available to the Government of Peru and the Government of the United States of America of technical and scientific information and discoveries of interest to agriculturists in either country and the promoting of scientific studies in Peruvian agricultural economy as requested by and in cooperation with either government.

3. The provisions of Article 4 of the Memorandum of Agreement of May 19, 1943 are considered to have been fulfilled by the contribution of US\$162,976.77 (S/.1,056,904.35) by the Institute and by the contribution of S/.1,056,904.35 (US\$162,976.77) by the Republic of Peru. The provisions of Article 3 of the extended Memorandum of Agreement, signed June 1, 1944, are considered to have been fulfilled as the result of contributions amounting to US\$150,000 (S/.972,750) by the Institute and S/.1,945,500 (US\$300,000) by the Republic of Peru. The provisions of Article 3 of the extended Memorandum of Agreement, dated June 8, 1945, are considered to have been fulfilled as the result of contributions amounting to US\$75,000.00 (S/. 486,375) by the Institute paid by November 1, 1946 and of the amount of S/.972,750.00 (US\$150,000) contributed by the Republic of Peru by November 1, 1946.

4. The cooperative food production program shall be financed by the parties during the extended period comprehended by this Agreement, as follows:

A. The Institute shall deposit to the account of the SCIPA the sum of Seventy-five Thousand (\$75,000.00) Dollars (being the equivalent of S/. 486,375 (Peruvian Soles) at the conversion rate of S/.6.485 per U. S. dollar) on the following dates and in the following amounts :

| | <i>Dollars</i> |
|-----------------------------|----------------|
| January 1, 1947 | 4,200.00 |
| February 1, 1947 | 4,200.00 |
| March 1, 1947 | 4,200.00 |
| April 1, 1947 | 4,200.00 |
| May 1, 1947 | 4,200.00 |
| June 1, 1947 | 4,200.00 |
| July 1, 1947 | 4,200.00 |
| August 1, 1947 | 4,200.00 |
| September 1, 1947 | 4,200.00 |
| October 1, 1947 | 4,200.00 |
| November 1, 1947 | 4,200.00 |
| December 1, 1947 | 4,200.00 |
| January 1, 1948 | 4,200.00 |
| February 1, 1948 | 4,200.00 |
| March 1, 1948 | 4,200.00 |
| April 1, 1948 | 4,200.00 |
| May 1, 1948 | 4,200.00 |
| June 1, 1948 | 3,600.00 |

US\$75,000.00

B. In view of the fact that many purchases of materials, supplies and equipment and other disbursements relating to the execution of the program will be made in the United States of America, the Institute may withhold from the deposits called for by subsection A of Article 4 the estimated amounts deemed to be necessary to pay for such purchase and disbursements. Any funds so withheld by the Institute for such purposes shall be considered as if deposited under the terms of subsection A hereof but, if they are not expended or obligated for such purposes, they shall be deposited to the order of the SCIPA at any time upon the mutual agreement of the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru.

C. In addition to the contribution of the Institute mentioned in subsection A hereof, the Institute will make available during the period of this extension for the cooperative program the funds necessary to pay the salaries, living expenses, travel and transportation costs and other administrative expenses of the members of the Food Supply Mission of the Institute in Peru. It is understood that this sum will not exceed Two Hundred and Twenty-five

Thousand (\$225,000.00) Dollars. These funds will not be deposited to the account of the SCIPA but will be administered by the Chief of the Food Supply Mission of the Institute in Peru for the purposes stated and in the interest of the general cooperative program of food production and agricultural development in Peru.

D. The Republic of Peru shall deposit to the account of the SCIPA the equivalent in Peruvian currency of Four Hundred and Fifty Thousand (\$450,000) Dollars, namely, the sum of Two Million, Nine Hundred and Eighteen Thousand, Two Hundred and Fifty (S/.2,918,250) Soles at the conversion rate of S/.6.485 per U. S. Dollar, on the following dates and in the following amounts :

| | <i>Soles</i> | <i>Dollars</i> |
|-----------------------------|--------------|----------------|
| January 1, 1947 | 162,125.00 | 25,000.00 |
| February 1, 1947 | 162,125.00 | 25,000.00 |
| March 1, 1947 | 162,125.00 | 25,000.00 |
| April 1, 1947 | 162,125.00 | 25,000.00 |
| May 1, 1947 | 162,125.00 | 25,000.00 |
| June 1, 1947 | 162,125.00 | 25,000.00 |
| July 1, 1947 | 162,125.00 | 25,000.00 |
| August 1, 1947 | 162,125.00 | 25,000.00 |
| September 1, 1947 | 162,125.00 | 25,000.00 |
| October 1, 1947 | 162,125.00 | 25,000.00 |
| November 1, 1947 | 162,125.00 | 25,000.00 |
| December 1, 1947 | 162,125.00 | 25,000.00 |
| January 1, 1948 | 162,125.00 | 25,000.00 |
| February 1, 1948 | 162,125.00 | 25,000.00 |
| March 1, 1948 | 162,125.00 | 25,000.00 |
| April 1, 1948 | 162,125.00 | 25,000.00 |
| May 1, 1948 | 162,125.00 | 25,000.00 |
| June 1, 1948 | 162,125.00 | 25,000.00 |

S/.2,918,250.00 US\$450,000.00

E. The parties hereto, by written agreement of the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute, may amend the schedules for making the deposits provided for in Article 4, subsection A and D, and agree to make the deposits as required by the needs of the program.

F. By mutual agreement between the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru funds of the SCIPA may be used to reimburse or defray the salaries, living expenses, travel and transportation costs, and other expenses of such additional personnel of the Food Supply Mission of the Institute in Peru as the parties mentioned may agree are necessary to be employed, in addition to the employees referred to

under subsection C above. Such funds may be contributed or granted for such purposes by the SCIPA to the Institute or to any other organization, but in every case the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute in Peru will enter into a written project agreement setting forth the scope and the other necessary terms of such contributions or grants.

5. Article 7 of the Memorandum of Agreement signed June 8, 1945, is hereby amended to read: Any income accruing to the account of SCIPA as the result of normal project operations, or through the liquidation of projects, or from whatever source, will continue to be available to SCIPA for the promotion of those projects from which the income has accrued or, by mutual agreement between the Minister of Agriculture, the Chief of the Food Supply Mission of the Institute and the Director of SCIPA, may be apportioned to other projects of SCIPA. It is further agreed that any balance of the funds and property of SCIPA, unexpended or unused and unobligated at the termination of this agreement, will be disposed of by agreement between the Minister of Agriculture and the Chief of the Food Supply Mission of the Institute, having in mind the proportional contributions of each of the parties.

6. The funds contributed in accordance with this Memorandum of Agreement are to be employed only for maintaining or extending projects of the nature contemplated by the original Memorandum of Agreement, or as subsequently modified, or as further modified by Article 2 of this agreement, which projects shall be embodied in written project agreements and shall be signed by the Minister of Agriculture, the Chief of the Food Supply Mission of the Institute in Peru and the Director of SCIPA.

7. Article 9 of the original Memorandum of Agreement of May 19, 1943, is hereby amended to read: All rights and privileges which are enjoyed by official divisions of the Government of Peru and by the personnel and employees of the same, shall accrue to the SCIPA and to all its personnel and employees while performing their official duties. The members of the Food Supply Mission of the Institute will not be obligated to pay to Peru any direct tax or contribution for purposes of Social Security or retirement on salaries or income when they are subject to such taxes or contributions in the United States of America. The Government of Peru shall extend free entry or shall pay the corresponding charges for material and equipment necessary for the professional use of personnel of the Mission. In like manner the Government of Peru shall either grant free entry or pay corresponding duties on personal effects of Mission members according to the limitations covering members of the Diplomatic Corps accredited to the Government of Peru; for the purposes of this agreement Mission members shall be considered as having the same free entry privileges as First Secretaries in the Diplomatic Service. Duties exceeding these limits shall be paid by the personnel concerned. The customs duties paid by the SCIPA for imports of equipment, supplies and material destined for the use of the food supply program will be reimbursed to the SCIPA by

the Minister of Finance, as shown by respective Customs House documents and receipts. In the same manner, the customs duties paid by the Institute for imports of equipment, supplies and material destined for the use of the Food Supply Mission of the Institute will be reimbursed to the Institute by the Minister of Finance as shown by respective Customs House documents and receipts.

8. The Chief of the Food Supply Mission of the Institute in Peru shall continue as Director of SCIPA throughout the life of this agreement. In order that Peruvian personnel will be prepared to assume, at the termination of this agreement, or earlier where circumstances warrant, the responsibilities of the Food Mission personnel for the administrative and technical direction of the program, definite provision shall be made during the life of this agreement for the training of competent Peruvian personnel for all positions of administrative responsibility in the SCIPA organization.

9. The Memoranda of Agreement of May 19, 1943, June 1, 1944, and June 8, 1945, shall remain in full force and effect for the purpose of extending the cooperative food production program through June 30, 1948, except as they are modified by or are inconsistent with the present agreement, and the provisions contained therein will apply during the life of this agreement. This Memorandum of Agreement shall become effective upon an exchange of notes between the two Governments.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, in Lima, Peru, this day of , 1946.

Republic of Peru

By Luis ROSE U.

Minister of Agriculture

The Institute of Inter-American Affairs

By Arthur R. HARRIS

[SPANISH TEXT — TEXTE ESPAGNOL]

MEMORÁNDUM DE CONVENIO

POR CUANTO : 1º — el Programa Cooperativo de Producción de Alimentos entre la República del Perú, por intermedio del Ministro de Agricultura de la República, y el Gobierno de los Estados Unidos de América, por intermedio del Instituto de Asuntos Inter-Americanos (que más adelante seguirá llamándose el Instituto), estipulado en el Memorándum de Convenio de 19 de Mayo de 1943, ha contribuido al desarrollo de la agricultura en el Perú; POR CUANTO : 2º. — el Gobierno del Perú y el Gobierno de los Estados Unidos desean obtener el máximo beneficio de la labor realizada hasta la fecha de acuerdo con el con-

II

The Peruvian Minister for Foreign Affairs to the American Ambassador

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION¹ — TRADUCTION²MINISTERIO DE RELACIONES
EXTERIORES Y CULTOMINISTRY OF FOREIGN RELATIONS
AND WORSHIP

Lima, 29 de Enero de 1947

Lima, January 29, 1947

Número : (H)-6-Y/1.

Number : (H)-6-Y/1.

Señor Embajador :

Mr. Ambassador :

Tengo a honra dar respuesta a la estimable Nota de Vuestra Excelencia, N° 278, de 4 de Diciembre último, con la que tiene a bien comunicarme que en esa misma fecha, se firmó en Lima, por el Coronel Arthur R. Harris y el Señor Ministro de Agricultura, señor Luis Rose Ugarte, el memorandum de Convenio, cuyo texto es el siguiente :

I have the honor to reply to Your Excellency's courteous note No. 278 of December 4 last, in which you are good enough to inform me that on that date the Memorandum of Agreement, the text of which is transcribed hereinafter, was signed at Lima by Colonel Arthur R. Harris and Mr. Luis Rose Ugarte, Minister of Agriculture :

[See note I — Voir note I]

[See note I]

En respuesta, debo manifestar a Vuestra Excelencia, que por Resolución Suprema N° 1219, expedida por el Ministerio de Agricultura el 30 de Diciembre ppdo., se aprobó el memorandum de Convenio transcrito en esta Nota.

In reply, I must inform Your Excellency that, by Supreme Resolution No. 1219, issued by the Ministry of Agriculture on December 30 last, the Memorandum of Agreement transcribed in this note was approved.

En consecuencia, esta Nota, junto con la de Vuestra Excelencia, perfeccionan el acuerdo precitado entre los Gobiernos del Perú y de los Estados Unidos de Norte América, que vencerá el 30 de Junio de 1948.

Accordingly, this note, together with that of Your Excellency, concludes the above-mentioned Agreement between the Governments of Peru and the United States of America, which Agreement will expire on June 30, 1948.

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

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

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia, los sentimientos de mi más alta y distinguida consideración.

E. GARCÍA SAYÁN

Al Excelentísimo señor Prentice Cooper
Embajador Extraordinario y
Plenipotenciario
de los Estados Unidos de America
Ciudad

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

E. GARCÍA SAYÁN

His Excellency Prentice Cooper
Ambassador Extraordinary and
Plenipotentiary
of the United States of America
City

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PERU EXTENDING THE AGREEMENT OF 19 AND
20 MAY 1943,² AS MODIFIED AND EXTENDED, RE-
LATING TO THE ESTABLISHMENT OF THE INTER-
AMERICAN COOPERATIVE FOOD PRODUCTION SERV-
ICE IN PERU. LIMA, 28 JUNE AND 8 JULY 1948

I

The American Ambassador to the Peruvian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Lima, June 28, 1948

No. 1022

Excellency :

I have the honor to refer to the Basic Agreement between the Government of Peru and the Institute of Inter-American Affairs, dated May 19, 1943,² as later modified and extended, which provided for the initiation and execution of the existing cooperative food production program in Peru. I also refer to Your Excellency's note of June 26, 1948³ suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the Agreement of May 19, 1943, as amended, provides that the cooperative food production program will terminate on June 30, 1948. However, considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Peru that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948 through June 30, 1949. It would be understood that, during such period of extension the Institute would make a contribution of \$100,000 in United States currency to the Servicio Cooperativo Interamericano de Producción de Alimentos for use in carrying out project activities of the program on condition that your Government would contribute to the Servicio for the same purpose the sum of S/.3,149,600. The Institute would also be willing during the same extension period to make availabl

¹ Came into force on 9 July 1948 and became operative retroactively on 30 June 1948, in accordance with the terms of the said notes.

² See p. 259 of this volume.

³ Not printed by the Department of State of the United States of America.

an amount not exceeding \$200,000 United States currency to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Food Supply Field Staff who are maintained by the Institute in Peru. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, the Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Agriculture of Peru and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

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

Prentice COOPER

His Excellency General Armando Revoredo Iglesias
Minister for Foreign Affairs
Lima

II

The Peruvian Minister for Foreign Affairs to the American Chargé d’Affaire ad interim

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION¹ — TRADUCTION²MINISTERIO DE RELACIONES
EXTERIORES Y CULTOMINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

Lima, 8 de julio de 1948

Lima, July 8, 1948

No : (D) 6-3/51

No : (D) 6-3/51

Señor Encargado de Negocios :

Mr. Chargé d’Affaires :

Tengo a honra avisar recibo a Vuestra Señoría de la atenta nota de esa Embajada No 1022, de 28 de junio último, relativa a la prórroga del Programa Cooperativo de Producción de Alimentos hasta el 30 de junio de 1949.

I have the honor to acknowledge to you the receipt of your Embassy’s courteous note No. 1022, dated June 28, last, relative to the extension of the Cooperative Food Production Program to June 30, 1949.

Cumplo con expresar a Vuestra Señoría que, debidamente consultado el Ministerio de Agricultura, éste me ha transmitido su aprobación a las condiciones que para la prórroga se establecen en la nota de esa Embajada que contesto; quedando, por tanto, el presente cambio de notas como un convenio entre ambos gobiernos para entrar en vigor en la fecha en que se suscriba la prórroga del Programa por el Ministro de Agricultura y el Instituto de Asuntos Interamericanos.

I hereby inform you that, after I had duly consulted with the Ministry of Agriculture, that agency transmitted to me its approval of the conditions for such extension, as set forth in the note from your Embassy to which I reply. The present exchange of notes therefore constitutes an agreement between our two Governments, to come into force on the date on which the extension of the Program is signed by the Minister of Agriculture and the Institute of Inter-American Affairs.

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

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

A. REVOREDO I.

A. REVOREDO I.

Al Honorable
señor Richard M. de Lambert
Encargado de Negocios a. i. de los
Estados Unidos de América
Ciudad

The Honorable
Richard M. de Lambert
Chargé d’Affaires ad interim of the
United States of America
City

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

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PERU MODIFYING AND EXTENDING THE AGREE-
MENT OF 19 AND 20 MAY 1943,² AS MODIFIED AND
EXTENDED, RELATING TO THE ESTABLISHMENT
OF THE INTER-AMERICAN COOPERATIVE FOOD
PRODUCTION SERVICE IN PERU. LIMA, 17 AND
18 AUGUST 1949

I

The American Ambassador to the Peruvian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Lima, Perú, August 17, 1949

No. 570

Excellency :

I have the honor to refer to the Basic Agreement, as amended, entered into on May 19, 1943² between the Republic of Perú and the Institute of Inter-American Affairs, providing for the existing cooperative food production program in Perú. I also refer to Your Excellency's note of August 9, 1949³ suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Perú that an extension of the program beyond its present termination date of June 30, 1949 would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$150,000, in the currency of the United States, to the Servicio Cooperativo Inter-Americano de Producción de Alimentos, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of S/.4,724,400. The Institute would also be willing during the same extension period to make available funds to be administered by the

¹ Came into force on 18 August 1949 and became operative retroactively on 30 June 1949, in accordance with the terms of the said notes.

² See p. 259 of this volume.

³ Not printed by the Department of State of the United States of America.

Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Food Supply Division field staff who are maintained by the Institute in Perú. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Agriculture and a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the Minister of Agriculture and the representative of the United States Government may sign the Extension Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

Harold H. TITTMANN

His Excellency
Capitán de Navío don Ernesto Rodríguez
Minister for Foreign Affairs
Lima

II

The Peruvian Minister for Foreign Affairs to the American Ambassador

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION¹ — TRADUCTION²MINISTERIO DE RELACIONES
EXTERIORES Y CULTOMINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

Lima, 18 de agosto de 1949

Lima, August 18, 1949

Nº : (D) 6-3/63

Nº : (D) 6-3/63

Señor Embajador :

Mr. Ambassador :

Tengo a honra avisar recibo a Vuestra Excelencia de la atenta nota de esa Embajada Nº 570, de 17 del presente, relativa a la prórroga del Programa Cooperativo de Producción de Alimentos hasta el 30 de junio de 1950.

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 570 of the 17th instant, concerning the extension of the Food Production Cooperative Program through June 30, 1950.

Cumplo con expresar a Vuestra Excelencia que, debidamente consultado el Ministerio de Agricultura, éste me ha transmitido su aprobación a las condiciones que para la prórroga se establecen en la nota de esa Embajada que contesto; quedando, por tanto, el presente cambio de notas como un convenio entre ambos gobiernos para entrar en vigor en la fecha en que se suscriba la prórroga del Programa por el Ministerio de Agricultura y el Instituto de Asuntos Interamericanos.

I should inform Your Excellency that, after a consultation with the Ministry of Agriculture, the latter transmitted to me its approval of the conditions for the extension which are set forth in your Embassy's note to which I am replying. The present exchange of notes is, therefore, to be considered as constituting an agreement between both Governments which will come into force on the date of signature of the extension of the Program by the Ministry of Agriculture and the Institute of Inter-American Affairs.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

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

E. RODRÍGUEZ

E. RODRÍGUEZ

Al Excelentísimo
Señor Harold H. Tittmann
Ambajador Extraordinario y
Plenipotenciario
de los Estados Unidos de América
Ciudad

His Excellency
Harold H. Tittmann
Ambassador Extraordinary and
Plenipotentiary
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¹ Translation by the Government of the United States of America.

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