No. 1779

UNITED STATES OF AMERICA and COLOMBIA

Exchange of notes constituting an agreement relating to the continuation of a co-operative program of anthropological research and investigation in Colombia. Bogotá, 20 and 24 November 1950

Official texts: English and Spanish.

Registered by the United States of America on 17 June 1952.

ÉTATS-UNIS D'AMÉRIQUE et COLOMBIE

Échange de notes constituant un accord relatif à la continuation du programme de coopération en matière de recherches et d'enquêtes anthropologiques en Colombie. Bogota, 20 et 24 novembre 1950

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 17 juin 1952.

No. 1779. **EXCHANGE** NOTES CONSTITUTING OF AN AGREEMENT BETWEEN THE UNITED STATES AMERICA AND COLOMBIA RELATING TO THE CON-TINUATION OF Α CO-OPERATIVE PROGRAM OFANTHROPOLOGICAL RESEARCH AND INVESTIGATION IN COLOMBIA. BOGOTA, 20 AND 24 NOVEMBER 1950

Ι

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Bogotá, November 20, 1950

No. 960

Excellency:

I have the honor to refer to a communication dated October 6, 1949 from the Director of the Instituto Etnológico y de Arqueología of Colombia to the Director of the Institute of Social Anthropology of the Smithsonian Institution, ² expressing interest in the continuation of the cooperative program of anthropological research and investigation in Colombia. At the instance of my Government and as a sequel to that communication, I have the honor to inform Your Excellency that the Government of the United States of America is prepared to cooperate with the Government of Colombia in the continued conduct of anthropological research and investigation in Colombia, which shall be carried on by the Smithsonian Institution on behalf of the Government of the United States of America and by the Instituto Etnológico y de Arqueología and its subsidiaries of the Ministry of Education on behalf of the Government of the Republic of Colombia in accordance with the following principles and procedures:

- 1. General Provisions. The general objectives of the cooperative program of anthropological research and investigation shall be:
 - (a) to provide university and field training for students in social anthropology in particular, and in related social sciences in general, which will serve to equip the trainees for teaching, research, and administrative positions in Colombia when a need therefor has been expressed by the appropriate Colombian authorities:
 - (b) to assist in coordinating the efforts of collaborating scientists and institutions of the United States of America and Colombia in conducting

Came into force on 24 November 1950, by the exchange of the said notes.
 Not printed by the Department of State of the United States of America.

long-range social science studies in such areas as may be mutually agreed upon and to solicit the cooperation of such scientists and institutions in field work as the need for specialized research may require;

- (c) to promote the development of anthropological and other social sciences in Colombia by such other means and upon such other occasions as may be appropriate;
- (d) to publish research findings under the auspices of the cooperating institutions in such forms and languages as may be mutually agreed upon.
- 2. Specific Undertakings on the Part of the Government of the United States of America. Subject to the availability of appropriated funds, the Government of the United States of America agrees:
 - (a) to make available to the Ministry of Education of the Government of Colombia the services of one or two social anthropologists of the Institute of Social Anthropology of the Smithsonian Institution, with the understanding that they will be stationed officially in Bogotá to cooperate with the Director and personnel of the Instituto Etnológico y de Arqueología and its subsidiary organizations and that at least one social anthropologist will spend a part of each year in cooperation with the personnel of the Instituto Etnológico of the Universidad del Cauca in Popayán, and with the further understanding that either or both social anthropologies may cooperate with the personnel of the Instituto de Antropología Social of the Escuela Normal Superior, Bogotá, upon appropriate consent of and arrangement with the Director of the Instituto Etnológico y de Arqueología and the authorities of the Escuela Normal Superior;
 - (b) to pay the salaries, living allowances, international travel expenses, expenses of travel within Colombia, and field expenses of its own personnel;
 - (c) to publish such portion of the results of the cooperative field work undertaken in accordance with the present agreement as may be mutually agreed upon;
 - (d) to give fullest consideration, subject to budget limitations, to any requests of the Government of Colombia for the assignment under the present agreement of additional social scientists, should the need for their service become apparent;
 - (e) to communicate to the Government of Colombia biographical and professional data concerning each social scientist proposed for assignment in accordance with the present agreement, with such assignments being contingent upon their acceptability to the Government of Colombia.
- 3. Specific Undertakings on the Part of the Government of Colombia. Subject to the availability of appropriated funds, the Government of Colombia agrees:
 - (a) to provide in both Bogotá and Popayán the necessary headquarters for training and research, including adequate office space, laboratories, books, classrooms, and other teaching facilities;

- (b) to pay all the research expenses of Colombian students and professors during that part of each year which, by mutual agreement, shall be devoted to field studies;
- (c) to publish such portion of the results of the cooperative field work undertaken in accordance with the present agreement as may be mutually agreed upon;
- (d) to provide entry free from customs duties for all personal effects, including clothing, household furnishings and books, belonging to United States scientists assigned to Colombia in accordance with the present agreement or to members of their immediate families;
- (e) to provide entry free from customs duties for all scientific materials and supplies, including automobiles, belonging to the Government of the United States of America and destined for the professional use of the United States scientists assigned to Colombia in accordance with the present agreement;
- (f) to grant exemption from all Colombian taxes on salaries or personal property of the United States scientists assigned to Colombia in accordance with the present agreement.
- 4. Revision. The present agreement may be revised, amended, or changed in whole or in part with the approval of both Governments, as embodied in and effected by an exchange of notes between the two Governments.
- 5. Term. The present agreement shall remain in force until June 30, 1953 and may be continued in effect for additional periods by a written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing ninety days in advance. If the Congress of either country should fail to make available the funds necessary for the execution of the present agreement, either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance.

Upon the receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Colombia, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments, which shall enter into force on the date of your note.

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

Willard L. BEAULAC

His Excellency Señor doctor don Gonzalo Restrepo Jaramillo, Minister of Foreign Affairs Colombia Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Gonzalo Restrepo Jaramillo

A Su Excelencia el señor Willard L. Beaulac Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América La Ciudad

[Translation 1 — Traduction 2]

MINISTRY OF FOREIGN AFFAIRS

Bogotá, November 24, 1950

No. D-OI 2005

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 960 of the 20th of this month, which reads as follows:

[See note I]

I am therefore happy to inform Your Excellency that the Government of Colombia accepts the proposals in the above-mentioned note and, in accordance with the suggestion mentioned therein, Your Excellency's note and this reply will be considered as an agreement between our two Governments, which shall enter into force on this date.

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

Gonzalo RESTREPO JARAMILLO

His Excellency Mr. Willard L. Beaulac Ambassador Extraordinary and Plenipotentiary 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.