## UNITED STATES OF AMERICA and EL SALVADOR

Exchange of notes constituting an agreement relating to the assignment of an economic development mission to El Salvador. San Salvador, 23 October 1951

Official texts: English and Spanish.

Registered by the United States of America on 23 September 1952.

## ÉTATS-UNIS D'AMÉRIQUE et SALVADOR

Échange de notes constituant un accord relatif à l'envoi d'une mission de développement économique au Salvador. San-Salvador, 23 octobre 1951

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 23 septembre 1952.

No. 1847. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND EL SALVADOR RELATING TO THE ASSIGNMENT OF AN ECONOMIC DEVELOPMENT MISSION TO EL SALVADOR. SAN SALVADOR, 23 OCTOBER 1951

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The American Ambassador to the Salvadoran Minister for Foreign Affairs

## THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA AMERICAN EMBASSY

No. 329

San Salvador, October 23, 1951

## Excellency:

I have the honor to refer to a note dated March 27, 1951,<sup>2</sup> which I received from His Excellency the Acting Minister of Economy requesting my assistance in arranging for the assignment to El Salvador under the technical assistance program of a competent economist to direct research and make policy, recommendations in the fields of foreign commercial policy, industrialization, and economic development.

I am pleased to inform Your Excellency that the Government of the United States of America, pursuant to that request, is prepared to initiate a cooperative project in the field of economic development in accordance with the provisions of the Act for International Development (Public Law 535—Title IV),<sup>3</sup> and that I have been authorized by my Government to exchange diplomatic notes incorporating the following conditions and terms which will constitute the necessary basic agreement:

1. The Government of the United States of America will select and assign to the project a mission composed of one or more technicians, as shall be recommended after consultation between the representatives of the Government of the United States and the Government of El Salvador, who will render advisory service in the field of economic development. It is anticipated that the services of the mission will be required for a period of two years from the date of this agreement. It is understood, however, that the assignment of the mission after October 31, 1951, will be subject to the availability of funds as provided by the Congress of the United States of America;

<sup>&</sup>lt;sup>1</sup> Came into force on 23 October 1951, by the exchange of the said notes.

<sup>&</sup>lt;sup>a</sup> Not printed by the Department of State of the United States of America.

<sup>\*</sup> United States of America: 64 Stat. 204.

- 2. The Government of the United States will give careful consideration to such further requests for technical aid and assistance in connection with the economic development project as may be made by the Government of El Salvador and transmitted through established channels. The Embassy of the United States in San Salvador is the preferred channel, as it is charged by the Government of the United States with the responsibility, in matters affecting the interests of the United States, of coordinating and securing effective correlation of the several Point Four and other cooperative programs in the Republic of El Salvador and it will receive and forward promptly to the Department of State of the United States of America for its consideration all requests for technical aid and assistance made by the Salvadoran Government, with appropriate recommendations;
- 3. The Government of the United States will notify the Government of El Salvador promptly, through the Embassy of the United States in San Salvador when technical experts or other aid or assistance which may have been requested are available, in order that the Government of El Salvador may indicate the acceptability of the technicians or other technical assistance proposed;
- 4. The Government of the United States will pay the salaries and allowances of the United States technicians assigned to the economic development project, including the cost of international travel and transport of their personal effects to El Salvador and return in accordance with the laws and regulations of the United States;
- 5. The Government of the United States of America normally will assign such technical experts, as have been requested by the Government of El Salvador and recommended by the Embassy of the United States for the economic development project, for a maximum period of time. It is recognized by both Governments parties hereto that continuity of technical aid is desirable and that frequent changes of personnel are to be avoided insofar as possible. Therefore, should the exigencies require it, personnel assigned to the mission may be transferred or removed, but in such cases the Government of the United States, with the agreement of the Government of El Salvador, will endeavor to fill the vacancy thus created at the earliest practicable moment;
- 6. The Government of El Salvador, at its expense, will make available to the mission suitable office space, office equipment, furnishings and supplies, and stenographic, secretarial and translation services, will provide transportation within El Salvador, will detail from time to time such persons from appropriate Salvadoran Government offices or professional groups as the mission may require, and will provide for such printing and publishing of reports as necessary for the use of the Government of El Salvador;
- 7. The Government of El Salvador shall provide the technicians and their families with necessary credentials for indentification for their use in facilitating travel into and within El Salvador;

- 8. The Government of El Salvador will endeavor to coordinate and integrate all technical cooperation programs being carried on in El Salvador;
- 9. The Government of El Salvador will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation activities associated with that carried on under this agreement;
- 10. The Government of El Salvador will endeavor to make effective use of the results of all technical projects carried on in El Salvador in cooperation with the United States of America;
- 11. The Government of El Salvador will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon information concerning activities carried on under this agreement;
- 12. The Governments of the United States of America and El Salvador will endeavor to give full publicity to the objectives and progress of the project carried on under this agreement;
- 13. The Government of El Salvador agrees to exempt such United States technicians, as are or may be assigned to the economic development mission, and accompanying members of their families, from the payment of income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from property taxes on personal property intended for their own use; taxes or duties on personal, household and professional effects imported into or exported from El Salvador for their personal use; and taxes or charges for automobile license plates, in the same manner and to the same extent as is accorded personnel assigned to the United States Embassy in San Salvador;
- 14. If, during the life of this agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two Governments will there-upon consult with a view to agreeing upon the amendment.

Upon receipt of a note from Your Excellency indicating that the foregoing conditions and terms are acceptable to the Government of El Salvador, the Government of the United States will consider that this note and Your Excellency's reply constitute an Economic Development Project Agreement between our respective Governments which shall be effective for a period of two years from the date of this exchange of notes or until one month after either Government has informed the other Government in writing of its intention to dispense with the services of the Economic Development Mission, whichever is the earlier.

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

Geo. P. SHAW

His Excellency Roberto E. Canessa Minister for Foreign Affairs San Salvador

No. 1847

[Translation<sup>1</sup> — Traduction<sup>2</sup>]

MINISTRY OF FOREIGN AFFAIRS REPUBLIC OF EL SALVADOR, C. A.

Department of International Organizations

A-500-D-2911

NATIONAL PALACE: San Salvador, October 23, 1951

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 329, of this same date, in which, referring to previous correspondence, you are good enough to inform me that your illustrious Government agrees to initiate a cooperative project in the field of economic development in El Salvador in accordance with the provisions of the Act for International Development (Public Law 535—Title IV), and that Your Excellency has been authorized to exchange diplomatic notes incorporating the following conditions and terms which will constitute the necessary Basic Agreement:

[See note I]

With respect to the matter, I am pleased to inform Your Excellency that the Government of El Salvador accepts the foregoing conditions and terms, and consequently, in conformity with what is set forth in the final part of your note, it considers that the same and the present note constitute an Agreement on the economic development project between our respective Governments, which shall be effective for a period of two years beginning on this date or until one month after either of the two Governments has informed the other in writing of its intention to terminate the services of the Mission, at any date before the time limit of the present Agreement.

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

Roberto E. Canessa

His Excellency George P. Shaw Ambassador Extraordinary and Plenipotentiary of the United States of America City

<sup>&</sup>lt;sup>1</sup> Translation by the Government of the United States of America.

<sup>&</sup>lt;sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.