

No. 1877

**UNITED STATES OF AMERICA
and
ETHIOPIA**

**Exchange of notes constituting an agreement relating to a
highway project in Ethiopia. Addis Ababa, 26 and
27 February and 2 May 1951**

Official text: English.

Registered by the United States of America on 8 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

**Échange de notes constituant un accord relatif à un pro-
gramme routier en Éthiopie. Addis-Abéba, 26 et 27 fé-
vrier et 2 mai 1951**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 8 octobre 1952.

No. 1877. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ETHIOPIA RELATING TO A HIGHWAY PROJECT IN ETHIOPIA. ADDIS ABABA, 26 AND 27 FEBRUARY AND 2 MAY 1951

I

The American Chargé d'Affaires ad interim to the Ethiopian Vice Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

No. 103

Addis Ababa, February 26, 1951

Excellency :

Pursuant to the request of the International Bank for Reconstruction and Development, the Secretary of State of the United States of America, under appropriate statutory authority, has authorized the Bureau of Public Roads of the United States Department of Commerce to furnish services and facilities in Ethiopia for the highway project to be undertaken with the proceeds of a loan from the said International Bank as described in the Loan Agreement of September 13, 1950. It is understood that the Imperial Ethiopian Government, as required by the Loan Agreement, has established an Imperial Highway Authority with the power to execute, on behalf of the Government, such work as is contemplated by the Loan Agreement. It is believed desirable that the services of the Bureau of Public Roads should be coordinated with the Imperial Highway Authority and therefore it is suggested that the terms under which the Bureau of Public Roads will operate in Ethiopia be agreed as follows :

I

“ During the term of this agreement in contemplation of the provisions of said section 6.01 of the said Loan Agreement, after mutual agreement, the Bureau shall provide and assign from its technical, engineering, and other staff, competent and qualified personnel in accordance with the specifications

¹ Came into force on 27 February 1951, in accordance with the terms of the said notes.

thereof set forth in Schedule I attached hereto and made a part hereof. Such personnel shall be so provided and assigned by the Bureau at the time or times required by and for the period to be determined by the Authority and the Bureau and they shall be mutually satisfactory to the Empire of Ethiopia and the International Bank for Reconstruction and Development.

II

“ The obligation to pay the salaries of the personnel so provided and assigned by the Bureau and of post differential, post allowances, quarters allowances, and separation allowances, quarters allowances, and separation allowances prescribed by Public Law 491—80th Congress, Independent Offices Appropriation Act of 1949,¹ Public Law 862—80th Congress, Supplemental Independent Offices Appropriation Act² and other applicable United States statutes and regulations and as they may hereafter be amended, shall be assumed by the Authority subject to the manner and currency of payment hereinafter provided.

“ It is agreed that the Authority will authorize the Bank to provide within the Bureau a working fund in an amount to be mutually determined by them from which these and all other proper obligations for the account of the Authority can be paid by the Bureau.

III

“ Salary, post differential, and separation allowance of the said personnel shall be reimbursable by the Authority in United States dollars promptly upon receipt by the Authority of account of expenditures for salaries, differential, and separation allowances of the said personnel in accordance with the prescribed period of payment thereof by the Bureau. Such reimbursement in United States dollars will be made in accordance with the provisions of Article IV of Loan Regulations No. 3 of the International Bank for Reconstruction and Development dated 15 August 1950 which are made a part of the said Loan Agreement of 13 September 1950.

IV

“ Post and quarters allowances shall be paid to the said personnel in the equivalent of Ethiopian dollars at the current rate of exchange at the time of such payment. Of the payment of post allowance in Ethiopian dollars the Authority will undertake to and shall obtain the permission of the State Bank of Ethiopia, the authorized dealer in foreign exchange for and on behalf of the

¹ United States of America, *62 Stat. 184-186*.

² United States of America, *62 Stat. 1196*.

Empire of Ethiopia, to convert if desired twenty-five percent (25 %) of the said post allowance in Ethiopian dollars to United States dollars for transfer to the United States at such time or times as such personnel may direct.

V

“ The Authority will undertake and shall obtain exemption from all taxes, duties, and customs of the Empire of Ethiopia or any subdivision, Ministry, or Department thereof upon payments or income received by the said personnel from the Authority or upon imports of household effects, personal apparel, and food stocks by said personnel for their sole use, provided that as to such household effects, personal apparel and food stocks they arrive within the Empire of Ethiopia not later than six (6) months from the date of arrival in Ethiopia of the personnel making such imports, and provided further, except upon completion of assignment and departure from Ethiopia, that the sale or disposal of any such household effects, personal apparel, or food stocks to any person not provided for in Article I shall be grounds for immediate dismissal by the Authority to which dismissal the Bureau would afford its cooperation.

VI

“ Upon the termination of the period of service for any of the said personnel as provided in Article I hereof the Authority will undertake and shall obtain the permission of the State Bank of Ethiopia to permit the proceeds from Ethiopian dollars from sales of household effects, personal apparel, and food stocks, less the established customs charges on such household effects, imported into Ethiopia or purchased in Ethiopia, or Ethiopian dollars which may be on deposit with the State Bank of Ethiopia to be converted to United States dollars for transfer to the United States as such personnel may direct.

VII

“ The obligation for the Authority to make reimbursement for the salaries and other costs of the said personnel shall begin upon the date of their appointment to this project in accordance with the provisions of Article I of this agreement and cease upon their separation from the project. The Bureau shall be entitled to reimbursement in United States dollars for United States dollar costs of transportation and reasonable travel expenses of the said personnel and their wives and children from point of departure in the United States to point of assignment in Ethiopia and return upon completion of their assignment or sooner termination, provided that the Authority shall designate the route and mode of travel for such transportation, which unless otherwise notified

shall be EAL routing. Such reimbursement in United States dollars shall be made in accordance with the provisions of Article VI of the said Loan Regulations.

“ In addition, the Bureau shall be entitled to reimbursement in United States dollars for the cost of surface transportation of personal and household effects to Ethiopia and return of 3 cubic meters for employee, 5 cubic meters for employee and wife, 6 cubic meters for employee and family, such reimbursement to be made as hereinabove provided.

“ The Authority shall assume no obligation for costs of transportation or travel expenses for return to the United States for any personnel who shall terminate his assignment to and services with the Authority prior to the period for which he has been assigned thereto.

VIII

“ Personnel of the Bureau assigned to the Authority shall be permitted to move freely into, out of, and within Ethiopia in the performance of their duties. To this end the Authority will undertake and cause to be issued as required by the Authority necessary and proper visas, permits, movement passes, or any and all other documents or papers identifying the officers, agents, servants, to accomplish the foregoing objective. The Authority further represents and warrants that it will cause the Ministry of the Interior of the Government of the Empire of Ethiopia to acquaint the several provincial Governorates with the purposes and objectives of the Authority and will further cause directives to be issued to the said Governorates by the appropriate authority or authorities of the Government of the Empire of Ethiopia to cooperate with and assist the Authority and its personnel in the furtherance and accomplishment of the purposes and objectives of the Authority.

“ In particular it will be necessary for officers and other personnel of the Authority to have ingress and egress to and from Eritrea and Djibouti, Côte Française des Somalis in the performance of their duties or assignments made by the Authority. The Authority shall cause the Ministry of Foreign Affairs of the Government of the Empire of Ethiopia to initiate and conclude representations and arrangements with appropriate governmental authorities of Eritrea and the Côte Française des Somalis to readily permit the ingress and egress of the personnel, including residence permits or requisite form of authority for such personnel to be assigned and stationed in such areas to receive, store, assemble, and despatch equipment, materials, and supplies consigned to the Authority.

IX

“ The Authority will indemnify and save harmless any and all personnel assigned by the Bureau hereunder from and against any and all claims, demands, damages, or causes of action of whatsoever kind and character arising out of and within the scope of employment of such personnel, provided that this indemnity shall not apply in the event such claim, demand, damage, or cause of action shall have been occasioned by the gross negligence or willful misconduct of such personnel.

X

“ This Agreement shall come into force and effect upon acceptance and acknowledgement of this note by the Imperial Ethiopian Government and shall be terminated concurrently with the termination of the said Loan Agreement of 13 September 1950 as provided in the said Loan Regulations No. 3 dated 15 August 1950;¹ provided, however, this agreement may be sooner terminated by either party hereto giving to the other notice in writing ninety (90) days in advance of such termination date of intention so to do, and amendments likewise may be made by similar exchange of notes.

“ For the purpose of this Agreement the following addresses are specified :

For the Authority :

Imperial Highway Authority
Imperial Ethiopian Government
Addis Ababa, Ethiopia

For the Bureau :

Department of Commerce
United States Government
Washington, D. C.”

If the terms of this Note are acceptable to your Government, it is requested that you so indicate by acknowledging its receipt at the earliest moment and stating acceptance to permit initiation of the work contemplated by the Loan Agreement.

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

Donald F. BIGELOW
Chargé d’Affaires ad interim

His Excellency Ato Zaudie Gabre Heywott
Vice Minister of Foreign Affairs
Addis Ababa

¹ The following information is provided by the Department of State of the United States of America (*Treaties and Other International Acts Series 2312*, p. 5, footnote 1): “ Should read ‘ 1950 ’.”

SCHEDULE "I"

LIST OF PERSONNEL REQUIRED BY THE AUTHORITY

- 1 — Director of Highways
- 1 — Chief Engineer
- 1 — Chief Construction Engineer
- 1 — Chief Maintenance Engineer
- 1 — Soils and Materials Engineer
- 1 — Chief Administrative Officer
- 1 — Chief Accountant
- 1 — Administrative Assistant
- 1 — Secretary
- 4 — General Foremen Instructors (Quarry Operations)
- 1 — Equipment Officer (Receiving and Expediting) Assab
- 1 — Assistant Mechanic Officer (Assembling Equipment) Assab
- 1 — Superintendent Shops Instructor
- 3 — Master Mechanic Instructors
- 2 — Asphalt Superintendent Instructors
- 8 — General Equipment Instructors
- 3 — General Construction Foremen Instructors
- 4 — General Maintenance Foremen Instructors

II

*The Ethiopian Vice Minister of Foreign Affairs to the American Chargé d'Affaires
ad interim*

MINISTRY OF FOREIGN AFFAIRS

Addis Ababa, 27th February 1951

No. 3551

Sir,

I have the honour and pleasure of acknowledging your note No. 103 dated 26th February, 1951, concerning the terms under which the United States Bureau of Public Roads will operate in Ethiopia, and herewith formally notify you and through you the Government of the United States of America of the acceptance by the Imperial Ethiopian Government of the stated terms.

It is understood and agreed, therefore, that the aforesaid agreement shall enter into effect immediately as of to-day's date.

No. 1877

Upon this felicitous occasion of signature, I avail myself of the opportunity to renew to you, Sir, the assurances of my high consideration.

Z. G. HEYWOTT
Vice Minister for Foreign Affairs
[SEAL]

Enclosure.

Donald F. Bigelow, Esq.
Chargé d'Affaires a. i.
American Embassy
Addis Ababa

MINISTRY OF FOREIGN AFFAIRS

MEMORANDUM

Referring to the note of to-day's date concerning the terms under which the United States Bureau of Public Roads will operate in Ethiopia, the attention of the American Chargé d'Affaires is drawn to two phrases in the completed agreement which would appear, because of their somewhat general language, to require an interpretation, by way of clarification. It is hoped that such clarifications will be consonant with the views of the American Government.

In Article I of the agreement it is stated that the personnel will be provided at the times required by the Authority and the Bureau. Furthermore, in Article VII it is stated that the obligation for the Authority to make reimbursement for the salaries and other costs of said personnel shall begin upon the date of their appointment. In view of the combined effect of the two aforementioned articles, and in the interest of reducing to the minimum the costs of operation, it is assumed that the American Government is in agreement with the interpretation of the language of Article VII to the effect that the appointments requested by virtue of the provisions of Article I will, under the provisions of Article VII, be made at the shortest possible interval before the departure of said personnel for Ethiopia.

The other provision of the agreement for which clarification is desirable is that to be found in Article II thereof which, in respect of the obligation to pay the salaries of personnel, refers to certain Public Laws for the United States of America therein cited as well as to "other applicable United States statutes and regulations and as they may hereafter be amended". This provision is interpreted by way of clarification on the part of the Imperial Ethiopian Government to include only those obligations which, in the course of the negotiations for the agreement, have been brought to the attention of the Imperial Ethiopian Government.

It is trusted that these clarifications will, in proving acceptable to the American Government, contribute to the ready and smooth application in practice of the agreement accepted by the Vice Minister's note under reference.

Addis Ababa, 27th February, 1951.

[SEAL]

III

The American Chargé d'Affaires ad interim to the Ethiopian Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

Addis Ababa, May 2, 1951

Excellency :

I have the honor to refer to the Ministry's Note 3551 of February 27, 1951, concerning the terms under which the United States Bureau of Public Roads will furnish services and facilities in Ethiopia for the highway project undertaken with the proceeds of a loan from the International Bank for Reconstruction and Development.

The texts of the Ministry's Note above-mentioned and of the Memorandum of the same date accompanying it were transmitted to the Department of State in Washington on February 28, 1951.

With reference to the Memorandum stating that two phrases in the completed Agreement would appear to require an interpretation by way of clarification, the Embassy has now received from the United States Government its views concerning this matter of interpretation. These views, in a communication dated April 18, 1951, are expressed as follows :

“ The concurrence of this Government was requested concerning an interpretation of Articles I and VII of the Agreement to the effect that the shortest possible interval will occur between appointments requested by virtue of Article I and the time of departure of personnel for Ethiopia. The Department has been informed by the Bureau of Public Roads that the departure of personnel in the shortest possible time after appointment is a consistent policy of the Bureau and it is contemplated that no departure from this policy of the Bureau will be made in the case of the Ethiopian Roads Agreement. The Department, therefore, agrees with the interpretation placed on these two Articles by the Ethiopian Foreign Office.

“ The Foreign Ministry requested clarification with respect to Article II which refers to United States statutes and regulations which are to be applicable under the terms of the Agreement. The Ministry suggested that this Article shall be interpreted as including only those statutes which have been brought to the attention of the Imperial Ethiopian Government. The applicable statutes are general statutes which apply to all United States personnel overseas. The Bureau of Public Roads is conversant with all these statutes and is in a position to furnish information with respect thereto at any time the Ethiopian Government so desires. It is, therefore, believed

that no necessity exists for a United States Government obligation along the lines referred to in the Foreign Office interpretation of Article II.”

The Embassy was requested to transmit the foregoing views on the subject of the interpretation of the Public Roads Agreement of February 27, 1951 to the Imperial Ministry of Foreign Affairs.

Accept, Excellency, the renewed assurances of my highest consideration.

Donald F. BIGELOW

His Excellency Ato Aklilou Habte Wolde
Minister of Foreign Affairs
Imperial Ethiopian Government
Addis Ababa