

No. 1892

**UNITED STATES OF AMERICA
and
EL SALVADOR**

**Exchange of notes constituting an agreement relating to a
fisheries mission to El Salvador. San Salvador, 19 July
1951**

Official texts: English and Spanish.

Registered by the United States of America on 14 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
SALVADOR**

**Échange de notes constituant un accord relatif à l'envoi
d'une mission pour les pêcheries du Salvador. San-
Salvador, 19 juillet 1951**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 14 octobre 1952.

No. 1892. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND EL SALVADOR RELATING TO A FISHERIES MISSION TO EL SALVADOR. SAN SALVADOR, 19 JULY 1951

I

The American Ambassador to the Salvadoran Minister for Foreign Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

No. 273

San Salvador, July 19, 1951

Excellency :

I have the honor to refer to note 3193 dated March 16, 1951,² which has been received by this Embassy from His Excellency Dr. Jorge Sol Castellanos, the Minister of Economy, confirming a request made verbally to me in November of 1950 for assistance in obtaining the services of a fisheries expert to guide and advise the Government of El Salvador in developing a fisheries industry, and to note A-780-D-1223 dated May 14, 1951,³ of Your Excellency's ministry concerning this request.

I am pleased to inform Your Excellency that the Government of the United States of America, pursuant to the request, is prepared to cooperate with the Government of El Salvador in a fisheries project, in accordance with the provisions of the Act for International Development (Public Law 535—Title IV),³ and that I have been authorized by my Government to exchange diplomatic notes relative to the Salvadoran request which will constitute the necessary basic agreement, subject to the following conditions and terms :

(1) The Government of the United States will assign to El Salvador a mission, consisting of one or more experts, as shall be recommended after consultation between representatives of the Government of the United States and the Government of El Salvador, to supervise a survey of the coastal fishery resources of El Salvador and to guide and advise the Government of El Salvador on matters pertinent to the development of a fishing industry. It is anticipated that the services of the mission will be required for a period of one year from

¹ Came into force on 19 July 1951, by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

³ United States of America, 64 Stat. 204.

the date of its arrival in San Salvador. It is understood, however, that the assignment of the mission after June 30, 1952, will be subject to the availability of funds as provided by the Congress of the United States of America;

(2) The Government of the United States will give careful consideration to such further requests for technical aid and assistance in connection with the fisheries 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, and will ask the Government of El Salvador to approve the assignment 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 fisheries mission, including the cost of international travel and transport;

(5) The Government of the United States of America normally will assign such technical experts as have been requested and approved by the Government of El Salvador to the fisheries mission 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 of the Point Four program as a whole or other circumstances require it, personnel assigned to the mission may be transferred or removed, but in such case 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 will provide and pay for the operation and maintenance of a suitable vessel or vessels required to accomplish the fisheries survey and related operations; will pay all costs of official communications and transport within El Salvador; will provide all necessary office and laboratory space, land, buildings, equipment, and personal assistance needed and requested by the mission during its assignment in El Salvador. It is anticipated that the mission immediately will require and the Government of El Salvador agrees to furnish the assistance of two or more persons, one of whom would act as interpreter, in addition to boat crews, et cetera;

(7) The mission assigned by the United States will submit to the Government of El Salvador intermediary memoranda covering advices and recommendations. It will submit also a survey findings report of the nature and extent of the coastal fisheries resources of El Salvador, and it will submit a final report on the problems relative to the development of a fisheries industry in El Salvador, methods of increasing fish production, processing, distribution, and marketing, which will be published appropriately by the Government of El Salvador;

(8) The Government of El Salvador will communicate to the Government of the United States of America (a) information concerning the project, including a statement of the use of funds, materials, equipment, and services provided thereunder; and (b) information regarding technical assistance which has been or is being requested of other countries or of international organizations;

(9) The Governments of El Salvador and of the United States of America will endeavor to give full publicity to the objectives and progress of the fisheries project carried on under this agreement;

(10) The Government of El Salvador will seek to the maximum extent possible to realize full coordination and integration of the fisheries project with all technical cooperation programs of the United States or other international organizations of which the parties hereto may be members now being or to be carried on, in El Salvador;

(11) The Government of El Salvador will seek to make the fullest effective use of the results achieved through the fisheries project;

(12) The Government of El Salvador will cooperate with other countries with which it maintains friendly relations, and which participate in technical cooperation programs associated with the project, in the mutual exchange of technical knowledge, and skills which may be acquired or developed.

(13) The Government of El Salvador agrees to exempt such United States technicians as are or may be assigned to the fisheries mission 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 and drivers' licenses, 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 thereupon 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 a Fisheries Project Agreement between our respective Governments which shall be effective upon the arrival in El Salvador of the fisheries mission assigned by the Government of the United States.

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

II

The Salvadoran Minister for Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE EL SALVADOR, C. A.
Departamento de Organismos Internacionales

Palacio Nacional
San Salvador, 19 de julio de 1951

A-780P4-D-1968

Señor Embajador :

Me es honroso avisar recibo de la atenta nota de Vuestra Excelencia N^o 273, de esta misma fecha, en la que se sirve informarme que su Ilustrado Gobierno, de acuerdo con la solicitud formulada por el mío, está dispuesto a cooperar para el desarrollo de un proyecto pesquero en El Salvador, de acuerdo con el Acta de Desarrollo Internacional (Ley Pública 535, Título IV), y que ha sido autorizada Vuestra Excelencia para canjear notas diplomáticas relacionadas con la solicitud salvadoreña, que constituirán el Acuerdo Básico necesario, sujeto a las siguientes condiciones y términos :

(1) El Gobierno de los Estados Unidos asignará a El Salvador una misión, consistente en uno o más expertos, según se determine necesario en una consulta entre representantes del Gobierno de los Estados Unidos y el Ministerio de Economía de El Salvador, para vigilar un estudio de los recursos pesqueros de la costa de El Salvador y para guiar y aconsejar al Gobierno de El Salvador sobre asuntos pertinentes a una industria pesquera. Se anticipa que se requerirán los servicios de la misión por un período de un año a partir de su arribo a San Salvador. Sin embargo, se entiende que la asignación de la misión después

formidad con el párrafo final de su citada nota, considera que élla y la presente formalizan el Acuerdo aludido.

Válgome complacido de esta nueva oportunidad, para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Roberto E. CANESSA

Excelentísimo señor don George P. Shaw
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América

Presente

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR, C. A.
Department of International Organizations

National Palace
San Salvador, July 19, 1951

A-780P4-D-1968

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 273, of this date, in which you are so good as to inform me that your Government, pursuant to the request of my Government, is prepared to cooperate in the development of a fisheries project in El Salvador, in accordance with the Act for International Development (Public Law 535, Title IV), and that Your Excellency has been authorized to exchange diplomatic notes relating to the Salvadoran request, which will constitute the necessary Basic Agreement, subject to the following conditions and terms :

[See note I]

In this connection, I take pleasure in informing Your Excellency that my Government is pleased to accept the stipulated conditions and terms, and, in accordance with the final paragraph of your aforesaid note, it considers that the latter and the present note constitute the said agreement.

I am happy to avail myself of this new opportunity to reiterate 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

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

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