

No. 1896

**UNITED STATES OF AMERICA
and
PANAMA**

**Agreement for a co-operative agricultural development
program. Signed at Panama, on 30 July 1951**

Official texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
PANAMA**

**Accord relatif à un programme de coopération en matière
de développement agricole. Signé à Panama, le 30 juillet
1951**

Textes officiels anglais et espagnol.

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

No. 1896. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA FOR A CO-OPERATIVE AGRICULTURAL DEVELOPMENT PROGRAM. SIGNED AT PANAMA, ON 30 JULY 1951

The Government of the United States of America and the Government of the Republic of Panamá have agreed as follows :

Article I

A cooperative program for agricultural development, in accordance with the General Agreement for Technical Cooperation signed on behalf of the two Governments at Panamá on December 30, 1950,² shall be undertaken in Panamá. The obligations assumed herein by the Government of the Republic of Panamá will be performed by it through the Ministry of Agriculture, Commerce and Industries. This Agreement, and all activities undertaken hereunder, shall be subject to the terms and conditions of said General Agreement for Technical Cooperation.

Article II

The purpose of this cooperative agricultural development program is to improve and develop the agricultural economy of Panamá through increased agricultural education, agricultural research, and agricultural extension services in Panamá. This purpose will be effectuated by cooperative activities in Panamá to be carried on by the two Governments. The Government of the United States of America and its agencies or instrumentalities, or institutions designated by it with the approval of the Government of the Republic of Panamá, will participate in : (A) expanding and improving educational facilities of the Instituto Nacional de Agricultura at Divisa; (B) providing for research at the Instituto and elsewhere in Panamá designed to increase the agricultural productivity of Panamá; (C) providing for the development of a Panamanian national agricultural extension program; (D) training personnel for professional service in such an agricultural teaching, research and extension program; and (E) providing such other agricultural development services, within the limits of available funds, as designated representatives of the two Governments shall

¹ Came into force on 30 July 1951, upon signature, in accordance with article IX.

² United Nations, *Treaty Series*, Vol. 92, p. 167.

deem necessary for the development of local resources and the improvement of working and living conditions.

Article III

The Government of the United States of America agrees to provide the services of technical and administrative experts qualified to direct this program. The services of any technicians or administrators may be withdrawn upon the request of either Government upon thirty days' written notice. Certain equipment and supplies will be provided by the Government of the United States of America in its discretion, in order that the technical and administrative experts may better accomplish the purposes of the program; such equipment and supplies may be withdrawn in the same manner as the services of technicians or administrators. The cost of the entire program to the Government of the United States of America will not exceed one hundred sixty-six thousand nine hundred and sixty dollars (\$166,960.00).

Article IV

The technical and administrative experts sent to Panamá pursuant to Article III shall: (A) conduct a resident teaching program, and direct the establishment and utilization of laboratories, libraries, and other related educational facilities, in the Instituto Nacional de Agricultura at Divisa; (B) plan and direct the establishment and operation of agricultural experimental stations and a research program in connection therewith; (C) advise the Government of the Republic of Panamá regarding the establishment and administration of an effective agricultural extension service; (D) instruct candidates for positions in such extension service in methods designed to bring public acceptance of improved agricultural techniques; and (E) provide such other assistance as may be appropriate and consistent with the terms of this Agreement and any amendments hereto.

Article V

The Government of the United States of America shall be deemed to have complied with its obligations to the Government of the Republic of Panamá to provide the aforesaid technical and administrative services, if such services are provided by public or private educational institutions, corporations or persons, satisfactory to the Government of the Republic of Panamá, under arrangements with the Government of the United States of America whereby these institutions, corporations or persons agree to provide the technical and administrative services which are the subject of this Agreement.

Article VI

The Government of the Republic of Panamá will : (A) without cost to the Government of the United States of America, make available the staff and facilities of the Instituto Nacional de Agricultura for full participation in the program; (B) provide, without cost to the Government of the United States of America, land, buildings, office and classroom space, equipment and supplies needed in the conduct of agricultural investigation, education, training and demonstration undertaken in the execution of this program, except as provided under Article III of this Agreement; (C) provide, without cost to the Government of the United States of America, secretarial and stenographic assistance as needed for the satisfactory implementation and management of the program; (D) provide, without cost to the Government of the United States of America, and pay operating and maintenance expenses of, motor vehicles required for the use of the designated technicians and administrators within Panamá in connection with the program, except as provided under Article III of this Agreement; (E) pay such expenses as may be incident to official travel of designated technicians and administrators within Panamá; (F) provide financial support as may be mutually deemed to be necessary for satisfactory completion of the program for the national agricultural extension service of Panamá, including salaries of Panamanian nationals, vehicles, local offices, secretaries, and demonstration equipment needed for the program; (G) pay to the Treasurer of the United States of America, through the disbursing officer of the Embassy of the United States of America in Panamá, the sum of fifty thousand dollars (\$50,000.00) in United States currency in quarterly installments of twelve thousand five hundred dollars (\$12,500.00) beginning October 1, 1951, for deposit in a special account, for subsequent obligation and expenditure pursuant to this Agreement; (H) exempt from taxes and import charges, service charges, investment or deposit requirements, and currency controls, any funds, materials and equipment introduced into Panamá by or on behalf of the Government of the United States of America in connection with this program or certified by the United States of America as for the program.

Article VII

Such persons as the Department of State of the United States of America shall certify to have been sent to Panamá by or at the request of the Government of the United States of America in connection with this program for agricultural development, and accompanying members of their families, shall be exempt from all Panamanian income taxes and 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 of America, and from taxes or duties on personal property imported into Panamá for their own use.

Article VIII

If either Government should consider an amendment to this Agreement to be desirable, it shall so notify the other Government in writing, and the two Governments will then consult with a view to agreeing upon the proposed amendment.

Article IX

This Agreement shall become effective upon signature by the representatives of the two Governments, and shall remain in force until June 30, 1952, or until completion of this program or other termination of the Agreement, whichever is earliest. Either Government may terminate this Agreement on three months' written notice to the other Government.

DONE in duplicate, in the English and Spanish languages, at Panamá this thirtieth day of July, 1951.

For the Government of the United States of America :

[SEAL] John C. WILEY
Ambassador Extraordinary and Plenipotentiary

For the Government of the Republic of Panama :

[SEAL] Ignacio MOLINO
Minister for Foreign Affairs
