

**No. 1901**

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**UNITED STATES OF AMERICA  
and  
COLOMBIA**

**Exchange of notes constituting an agreement relating to  
technical co-operation. Bogotá, 5 and 9 March 1951**

*Official texts: English and Spanish.*

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

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
COLOMBIE**

**Échange de notes constituant un accord de coopération  
technique. Bogota, 5 et 9 mars 1951**

*Textes officiels anglais et espagnol.*

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

No. 1901. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO TECHNICAL CO-OPERATION. BOGOTA, 5 AND 9 MARCH 1951

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I

*The American Ambassador to the Colombian Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1036

Bogotá, March 5, 1951

Excellency :

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 interchange of technical knowledge and skills and in related activities in accordance with the following principles and procedures :

*Article I*

ASSISTANCE AND COOPERATION

1. The Government of the United States of America and the Government of Colombia undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Colombia. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached by the duly designated representatives of Colombia and the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations designated by the governments.

2. The Government of Colombia through its duly designated representatives in cooperation with representatives of the Technical Cooperation Administration, or other duly designated representatives of the United States of America, and representatives of appropriate international organizations will endeavor to coordinate and integrate all technical cooperation programs being carried on in Colombia.

3. The Government of Colombia will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

4. The Government of Colombia will endeavor to make effective use of the results of technical projects carried on in Colombia in cooperation with the United States of America.

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<sup>1</sup> Came into force on 9 March 1951, by the exchange of the said notes.

5. The two governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

## *Article II*

### INFORMATION AND PUBLICITY

1. The Government of Colombia will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon :

- a) Information concerning projects, programs, measures and operations carried on under this Agreement including a statement of the use of funds, materials, equipment and services provided thereunder;
- b) Information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, the governments of Colombia and of the United States of America will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The governments of the United States of America and Colombia will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

## *Article III*

### PROGRAM AND PROJECT AGREEMENTS

1. The program and project agreements referred to in Article 1, Paragraph 1 above will include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in Article II, Paragraph 1 above.

2. Any funds, materials and equipment introduced into Colombia by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and the aforementioned funds shall be subject only to the most favorable exchange regulations that are legally applicable.

3. The Government of Colombia agrees to bear a fair share of the cost of technical cooperation programs and projects.

## *Article IV*

### PERSONNEL

All employees of the Government of the United States of America assigned to duties in Colombia in connection with cooperative technical assistance programs and projects and accompanying members of their families shall be exempt from all Colombian

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 property taxes on personal property intended for their own use. Such employees and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Colombia for their own use, as is accorded by the Government of Colombia to diplomatic personnel of the United States Embassy in Bogotá.

#### *Article V*

##### ENTRY INTO FORCE, AMENDMENT, DURATION

1. This agreement shall enter into force on the day on which it is signed. It shall remain in force until three months after either government shall have given notice in writing to the other of intention to terminate the agreement.
2. 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.
3. Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termination of this agreement, in accordance with such arrangements as the two governments may make.
4. This agreement is complementary to and does not supersede existing agreements between the two governments except in so far as other agreements are inconsistent herewith.

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.

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

Willard L. BEAULAC

His Excellency Señor doctor don Gonzalo Restrepo Jaramillo  
Minister of Foreign Affairs  
Bogotá

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

MINISTRY OF FOREIGN AFFAIRS

No. E/F.-251

Bogotá, March 9, 1951

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note number 1036, of the 5th of the current month, the literal translation of which reads :

[*See note I*]

In consequence thereof, I take pleasure in informing Your Excellency that the Government of Colombia accepts the proposals contained in the said note, and, pursuant to the suggestion contained therein, Your Excellency's note and this reply will be considered as an Agreement between our two Governments that will enter into force on this date.

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

Gonzalo RESTREPO JARAMILLO

His Excellency Willard L. Beaulac  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

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

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