

No. 1914

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**UNITED STATES OF AMERICA  
and  
COSTA RICA**

**Agreement for a co-operative health and sanitation program. Signed at San José, on 13 February 1951**

*Official texts: English and Spanish.*

*Registered by the United States of America on 17 October 1952.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
COSTA-RICA**

**Accord relatif à un programme de coopération en matière de santé et d'hygiène. Signé à San-José, le 13 février 1951**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 17 octobre 1952.*

No. 1914. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COSTA RICA FOR A CO-OPERATIVE HEALTH AND SANITATION PROGRAM. SIGNED AT SAN JOSE, ON 13 FEBRUARY 1951

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The Government of the United States of America and the Government of Costa Rica

Have agreed as follows :

*Article I*

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments at San José on January 11, 1951,<sup>2</sup> a cooperative health and sanitation program shall be initiated in Costa Rica. The obligations assumed herein by the Government of Costa Rica will be performed by it through the Ministry of Public Health of Costa Rica (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through The Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Ministry, on behalf of the Government of Costa Rica, and the Institute, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said General Agreement for Technical Cooperation.

*Article II*

The objectives of this cooperative program of health and sanitation are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and Costa Rica and to further secure growth of democratic ways of life;
2. To facilitate public health and sanitation activities in Costa Rica through cooperative action on the part of the two governments; and
3. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of health and sanitation.

<sup>1</sup> Came into force on 13 February 1951, as from the date of signature, in accordance with article XVIII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 92, p. 179.

*Article III*

It is agreed that the cooperative health and sanitation program may include :

1. The furnishing by the Institute of a field party of specialists (hereinafter referred to as the "Field Party") to collaborate in carrying out the cooperative health and sanitation program.

2. The development and carrying out of activities of the following types :

a. Studies and surveys of the needs of Costa Rica in the field of health and sanitation and the resources which are available to meet these needs; and the formulation of a program to enable it to meet such needs;

b. Initiation and administration of projects in the field of health and sanitation, pursuant to written operational agreements to be signed by the Minister of Health (hereinafter referred to as the "Minister") and the Chief of Field Party, which may include activities of the following types : operation and development of health centers and other facilities for preventive medicine and disease control; development of safe water supply; sewage disposal and environmental sanitation; insect control; health education; and development of nursing;

c. Training activities in the field of health and sanitation within Costa Rica, in the United States and elsewhere.

*Article IV*

The field Party shall be of such size and composition as the Institute shall deem advisable, and shall be under the direction of the Chief of Field Party who shall be the representative in Costa Rica of the Institute in connection with the program covered by this agreement. The Chief of Field Party and the other members of the Field Party shall be selected and appointed by the Government of the United States of America but shall be acceptable to the Government of Costa Rica.

*Article V*

A special technical service to be known as the SERVICIO COOPERATIVO INTERAMERICANO DE SALUD PÚBLICA (hereinafter referred to as the "Servicio") shall be established by the Government of Costa Rica within the Ministry and shall act as the administrative agency for carrying out the cooperative health and sanitation program. The Chief of Field Party shall be the Director of the Servicio (hereinafter called the "Director"). Members of the Field Party may become officers or employees of the Servicio under such terms and conditions as may be agreed upon by the Minister and the Chief of Field Party.

*Article VI*

1. Each project, constituting a part of the cooperative program, shall be embodied in a written operational agreement which shall be agreed upon and signed by the Minister, the Director of the Servicio, and the Chief of Field Party, shall define the kind of work to be done, shall make the allocation of funds therefor and may contain such other matters as the parties shall desire to include. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister, the Director of the Servicio, and the Chief of Field Party, which shall provide a record of the work done, the objectives sought to be achieved, the financial contributions made, the problems encountered and solved and related basic data.

2. The selection of Costa Rican specialists, technicians and others in the field of health and sanitation to be sent to the United States of America or elsewhere at the expense of the Servicio pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Director with the concurrence of the Minister.

3. The administrative procedures that are to govern the cooperative health and sanitation program, the carrying out of projects, and the operations of the Servicio, such as the disbursement of and accounting for funds, the incurrence of obligations of the Servicio, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Servicio and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Director with the concurrence of the Minister. The Servicio and its personnel shall enjoy the same rights and privileges as are enjoyed by other divisions of the Ministry and by their personnel.

4. All contracts and other instruments and documents of the Servicio relating to the execution of projects previously agreed upon between the Minister and the Chief of Field Party shall be executed in the name of the Servicio and signed by the Director. The books and records of the Servicio relating to the cooperative health and sanitation program shall be open at all times for inspection and audit by authorized representatives of the Government of the United States of America and the Government of Costa Rica. The Servicio shall render an annual report of its activities to the Government of the United States of America and to the Government of Costa Rica to be signed by the Director, and other reports at such intervals as may be agreed upon by the parties hereto.

*Article VII*

It is contemplated that the projects to be undertaken in accordance with this Agreement will include cooperation with national, departmental and local governmental agencies in Costa Rica, as well as with organizations of a public

or private character, and international organizations of which the United States of America and Costa Rica are members. By agreement between the Minister and the Chief of Field Party contributions of funds, property, services or facilities by either or both parties, or by third parties, may be accepted by the Servicio for use in effectuating the cooperative health and sanitation program, in addition to the funds, property, services and facilities required to be contributed under this agreement.

### *Article VIII*

The parties hereto shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement in accordance with the following schedules :

1. The Government of the United States of America during the period from the date of signing of this Agreement through June 30, 1951 shall make available the funds necessary to pay the salaries and other expenses of the members of the Field Party, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Servicio.

2. In addition, for the period from the date of signing of this agreement through June 30, 1951, the Government of the United States of America shall deposit to the credit of the Servicio the sum of \$70,000.00 (dollars) in currency of the United States of America, as follows :

On the date when the Servicio is established in Costa Rica   \$20,000.00

On the same date as the contribution of Costa Rica,  
which is specified as on or before May 31, 1951 . . . \$50,000.00

3. The Government of Costa Rica, for the period from the date of signing of this Agreement through June 30, 1951, shall deposit to the credit of the Servicio the sum of 600,000 colones, as follows :

On the date when the Servicio is established in Costa  
Rica . . . . . ¢100,000.00  
On or before May 31, 1951 . . . . . ¢500,000.00

4. Any of the funds deposited by the Government of the United States of America to the credit of the Servicio shall be converted at the highest official rate legally obtainable at the time the conversion is made.

5. Each deposit required by this Article to be made by the parties shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party hereto during the same monthly period has been made. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor prior to the distribution provided for in Article XIII hereof.

6. The Minister and the Chief of Field Party, by written agreement, may amend the schedules for making the deposits required by this Article VIII.

7. The parties hereto may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from July 1, 1951 through June 30, 1955.

#### *Article IX*

Subject to the provisions of Paragraph 5 of Article VIII hereof, the balances of all funds deposited to the credit of the Servicio pursuant to Article VIII of this Agreement, shall continue to be available for the cooperative health and sanitation program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties. All materials, equipment and supplies acquired for the Servicio shall become the property of the Servicio and shall be used in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Costa Rica.

#### *Article X*

The Government of Costa Rica, in addition to the cash contribution provided for in Paragraph 3 Article VIII hereof, may, at its own expense, pursuant to agreement between the Minister and the Chief of Field Party :

1. Appoint specialists and other necessary personnel to collaborate with the Field Party;

2. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as it can conveniently provide for the said program;

3. Make available the general assistance of the other governmental agencies of the Government of Costa Rica for carrying out the cooperative health and sanitation program.

*Article XI*

Interest received on funds of the Servicio and any other increment of assets of the Servicio, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against the contributions of the Government of Costa Rica or of the Government of the United States of America.

*Article XII*

The Minister and the Chief of Field Party may agree to withhold in the United States of America, from the deposits to be made by the Government of the United States of America to the credit of the Servicio, the amounts deemed to be necessary for payments to be made outside of Costa Rica in U. S. dollars. Such amounts so withheld and expended shall be considered as if deposited under the terms of this Agreement. Any funds so withheld, not expended or obligated, shall be deposited to the credit of the Servicio at any time, upon agreement between the Minister and the Chief of Field Party.

*Article XIII*

Subject to the provisions of Paragraph 5 of Article VIII hereof, any funds of the Servicio which remain unexpended and unobligated on the termination of the cooperative health and sanitation program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Costa Rica under this Agreement, as it may be from time to time amended and extended.

*Article XIV*

1. All rights and privileges which are enjoyed by other governmental divisions or agencies of the Government of Costa Rica or by their personnel shall accrue to the Servicio and to all its Costa Rican personnel. Such rights and privileges shall include, but shall not be limited to, free postal, telegraph, and telephone service, passes on railroads administered by the Government of Costa Rica, the right to rebates or preferential tariffs allowed by domestic companies of maritime or river navigation, air travel, telegraph, telephone or other services, as well as exemption from excises, imposts, and stamp taxes.

2. The rights and privileges referred to in Paragraph 1 of this Article XIV pertaining to communications, transportation and exemptions from excises, imposts and stamp taxes shall also accrue to the Institute and personnel of the

Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative health and sanitation program.

*Article XV*

The parties hereto declare their recognition that the Institute, being a corporate instrumentality of the United States of America, wholly owned, directed and controlled by the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Costa Rica, which are enjoyed by the Government of the United States of America.

*Article XVI*

Any right, privilege, power, or duty conferred by this Agreement upon either the Minister or the Chief of Field Party may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Minister and the Chief of Field Party to refer any matter directly to one another for discussion and decision.

*Article XVII*

The Government of Costa Rica will endeavor to obtain the enactment of such legislation and take such executive action as may be required to carry out the terms of this Agreement.

*Article XVIII*

This Agreement may be referred to as the "Health and Sanitation Program Agreement." It shall become effective on the date of signing of this Agreement and shall remain in force through June 30, 1955 or until three months after either government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this agreement for the period from July 1, 1951 through June 30, 1955 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VIII Paragraph 7 hereof.

Done in duplicate, in the English and Spanish languages, at San José, this 13th day of February of 1951.

For the Government of the United States of America :

Andrew E. DONOVAN II [SEAL]

For the Government of Costa Rica :

Mario ECHANDI [SEAL]