

No. 1915

**UNITED STATES OF AMERICA
and
EL SALVADOR**

Exchange of notes constituting an agreement modifying the Agreement of 24 November and 2 December 1942 relating to the establishment and operation of an agricultural experiment station in El Salvador. San Salvador, 11 May 1951

Official texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
SALVADOR**

Échange de notes constituant un accord modifiant l'Accord du 24 novembre et 2 décembre 1942 relatif à la création et au fonctionnement d'une station agricole expérimentale au Salvador. San-Salvador, 11 mai 1951

Textes officiels anglais et espagnol.

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

No. 1915. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND EL SALVADOR MODIFYING THE AGREEMENT OF 24 NOVEMBER AND 2 DECEMBER 1942² RELATING TO THE ESTABLISHMENT AND OPERATION OF AN AGRICULTURAL EXPERIMENT STATION IN EL SALVADOR. SAN SALVADOR, 11 MAY 1951

I

The American Ambassador to the Salvadoran Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

No. 228

San Salvador, May 11, 1951

Excellency :

I have the honor to acknowledge receipt of Your Excellency's note No. A—842—D—1129 of May 4, 1951,³ in which Your Excellency refers to the so-called Point Four Program of President Truman and to the Act for International Development (Public Law 535, Title IV)⁴ passed by the Congress of the United States of America to implement that policy. Your Excellency's note confirms the conversations of His Excellency, President Oscar Osorio, yourself, and His Excellency the Minister of Agriculture and Livestock, expressing the desire of the Government of El Salvador to cooperate with the Government of the United States of America in the interchange of technical knowledge and skills necessary for the establishment of an Agricultural Development Project, and requesting the assignment of an Agricultural Mission to render technical aid and assistance.

The note of Your Excellency refers also to the Memorandum of Understanding between the Government of El Salvador and the Government of the United States of America, providing for cooperation in the establishment and operation of an agricultural experiment station in El Salvador, which was signed and became effective October 21, 1942,² and which expires October 21, 1952,

¹ Came into force on 11 May 1951, by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 122, p. 277.

³ Not printed by the Department of State of the United States of America.

⁴ United States of America, 64 Stat., Pt. 1, p. 204.

and to the modifications and changes in that agreement which have occurred since that time either through an exchange of correspondence or informally by mutual consent. Your Excellency transmits the request of the Government of El Salvador to bring the operations of the presently established agricultural experiment station and the United States technical experts assigned thereto within the purview of Point Four legislation and appropriations and to execute a basic agreement for the purpose of establishing an Agricultural Mission.

I am happy to inform Your Excellency that I have been authorized by my Government to exchange diplomatic notes relative to the Salvadoran agricultural collaboration request which will constitute the basic agreement desired, subject to the following conditions and terms :

(1) The Memorandum of Understanding between the respective Governments for cooperation in the establishment and operation of an agricultural experiment station in El Salvador, which was approved by the Salvadoran Minister in Washington in compliance with instructions from his Government on December 2, 1942, shall be considered by the parties thereto to have been brought into and to form a part of this Point Four Agricultural Development Project, except that the provisions embodied in the present exchange of notes shall supersede those of the Memorandum of Understanding when in conflict therewith;

(2) The Government of El Salvador confirms the assignment of the seven United States technicians now in El Salvador. The seven technical agricultural experts now on duty with the Agricultural Mission are :

(a) One agriculturist, Station Director (Director del Centro Nacional de Agronomía).

(b) One agriculturist, Agricultural Engineer.

(c) One agriculturist, Extension Specialist.

(d) One agriculturist, Pathologist.

(e) One agriculturist, Agronomist

(f) One agriculturist, Horticulturist.

(g) One agriculturist, Research Adviser—Entomology;*

(3) This Agreement shall provide for the assignment to the Agricultural Mission of such additional technicians as have been requested by the Government of El Salvador or which may be requested in the future to fill the needs of the Salvadoran Government for the purpose of advising the said Government on its research and extension service program, to improve agricultural production methods, increase the national food supply and, in general, to raise the standard of living and improve the general condition of the agricultural community of the Republic;

* En route to El Salvador.

(4) The Government of El Salvador understands that the benefits, terms, and obligations of the Memorandum of Understanding of 1942 are intended to become a part of the present agreement, except where they are in conflict with the terms of this exchange of notes, and the respective Governments agree to carry out the terms of that understanding fully during the life of the present agreement; and further, for the sake of clarity, the Government of El Salvador in the aforesaid Memorandum of Understanding and by virtue of this Agreement undertakes to maintain and develop the agricultural experiment station now located on the Hacienda Zapotitán near San Andrés, as well as the agricultural experiment station at Santa Cruz Porrillo, and to provide ample housing, land and facilities for headquarters and experimental operations at the Finca San José in Santa Tecla;

(5) The Government of El Salvador agrees :

(a) To provide such office space, land and buildings, equipment and supplies, other than those specified in the Memorandum of Understanding, and secretarial and other personnel assistants as may be required for the proper conduct of the project, and, to assure access by the United States technicians to all localities in which investigations are necessary;

(b) To provide the Agricultural Mission with motor vehicles, and motor vehicle operating and maintenance expenses, for travel on official business of the Government of El Salvador; and to pay all other costs of official transport, travel, and communications within the Republic of El Salvador;

(6) The Government of El Salvador agrees to exempt such United States technicians as are or may be assigned to the Agricultural 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, in the same manner and to the same extent as is accorded personnel of comparable rank assigned to the United States Embassy in San Salvador;

(7) The Government of El Salvador agrees that any funds, materials and equipment introduced into El Salvador by the Government of the United States of America pursuant to the project agreement shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls;

(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;

(17) 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;

(18) 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 Agricultural Mission for a maximum period of time. It is recognized by both Governments parties hereto that continuity of scientific research and extension service is desirable and that frequent changes of personnel are to be avoided insofar as possible. Therefore, should the exigencies of the Point IV 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;

(19) 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.

This mutual exchange of notes shall constitute an agreement between the Government of the United States of America and the Government of El Salvador for the establishment of an Agricultural Development Project and the assignment of an Agricultural Mission to El Salvador and shall be effective immediately the notes are signed and the exchange is completed, including the retroactive provisions mentioned hereinabove, and shall remain in force until October 21, 1952, or until three months after either Government shall have given notice in writing to the other of its intention to terminate it, whichever appears easier and more practicable; provided that the obligations of the parties to this agreement for the period from July 1, 1951 to October 21, 1952 shall be subject to the availability of appropriations to both parties for the purpose of the project.

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

el canje, incluyendo las provisiones retroactivas antes mencionadas, y estará vigente hasta el 21 de octubre de 1952, o hasta tres meses después que cualquiera de los Gobiernos haya dado aviso por escrito al otro, de su intención de terminarlo, en la forma que parezca más fácil y practicable, siempre que las obligaciones de las partes en este Acuerdo, para el período del 1º de julio, 1951, al 21 de octubre de 1952, estén sujetas a la eficacia de las apropiaciones que ambas partes hagan para los fines del proyecto.

Válgome complacido de esta 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 the Diplomatic Service

A-842-D-1197

National Palace
San Salvador, May 11, 1951

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 228, dated today, in which, with reference to previous correspondence regarding the desire of my Government to cooperate with Your Excellency's illustrious Government in the interchange of technical skills and knowledge necessary for the operation of an agricultural development project, and with reference to the request for the assignment of an Agricultural Mission to render technical aid and assistance, you are so good as to inform me that, in compliance with the wishes expressed, the Government of the United States of America is prepared to include within the scope of the legislation and appropriations of President Truman's Point Four Program, the operations of the Agricultural Experiment Station which is now functioning in El Salvador, as well as the services of the United States technical experts who work at that Station, in accordance with the Memorandum of Understanding between the two Governments,

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

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

which became effective on October 21, 1942, with the modifications and changes made since that time, and to execute a Basic Agreement for agricultural development and the assignment of an Agricultural Mission in El Salvador, which Agreement will be constituted by this exchange of notes, in accordance with the following terms and conditions :

[*See note I*]

I take pleasure in availing myself of this opportunity to renew 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