

No. 1925

**UNITED STATES OF AMERICA
and
CHILE**

Technical Agreement for a co-operative program of education. Signed at Santiago, on 16 January 1951

Official texts: English and Spanish.

Registered by the United States of America on 29 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

Accord relatif à un programme de coopération en matière d'enseignement. Signé à Santiago, le 16 janvier 1951

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 29 octobre 1952.

No. 1925. TECHNICAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE FOR A CO-OPERATIVE PROGRAM OF EDUCATION. SIGNED AT SANTIAGO, ON 16 JANUARY 1951

The Government of the United States of America and the Government of the Republic of Chile

Have agreed as follows :

Article I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two governments at Santiago on January 16, 1951,² a cooperative program of education shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile will be performed by it through the Ministry of Education of the Republic of Chile (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, an agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Ministry, on behalf of the Government of the Republic of Chile, 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 Basic Agreement for Technical Cooperation.

Article II

The objectives of this cooperative program of education are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and Chile and to strengthen democratic ways of life ;
2. To facilitate educational activities in Chile through cooperative action on the part of the two governments ; and

¹ Came into force on 16 January 1951, as from the date of signature, in accordance with article XVIII. It was terminated on 3 July 1951 by virtue of a notification in writing given on 3 April 1951 by the Government of the United States of America to the Government of Chile, in accordance with article XVIII.

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

3. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of education.

Article III

It is agreed that this cooperative education program will include :

1. The furnishing to Chile by the Institute, of a field party of specialists (hereinafter referred to as the "Field Party") to collaborate in carrying out the cooperative education program.
2. The development and carrying out of activities of the following types :
 - a) Studies and surveys of the needs of Chile in the field of education and the resources which are available to meet these needs ; and the formulation of a program adequate to enable it to meet such needs ;
 - b) Initiation and administration of projects in the field of education pursuant to written operational agreements between the Minister of Education (hereinafter referred to as the "Minister") and the Chief of Field Party, which may include activities of the following types : development of a system and facilities for teacher education ; development of curricula and teaching materials ; development of improved school facilities ; and development of more adequate facilities and systems for school administration ;
 - c) Training activities of Chilean personnel in the field of education, within Chile, 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 Chile 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 the Republic of Chile.

Article V

A special technical service to be known as the DEPARTAMENTO COOPERATIVO INTERAMERICANO DE EDUCACIÓN (hereinafter referred to as the "Departamento") shall be established by the Government of the Republic of Chile within the Ministry, under the Under Secretary of Education, and shall act as the administrative agency for carrying out the cooperative program of education. The Chief of Field Party shall be the Director of the Departamento (hereinafter called the "Director"). Members of the Field Party may become officers or employees of the Departamento 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 Under Secretary, the Director, as such and as 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 completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister, the Under Secretary, the Director, as such and as 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. In the selection of Chilean specialists, technicians and others in the field of education to be sent to the United States of America or elsewhere at the expense of the Departamento pursuant to this program, as well as the training activities or others in which they shall participate, final determination shall lie with the Minister, which determination shall be made with respect to proposals or nominations made by the Director.

3. The general policies and administrative procedures that are to govern the cooperative program of education, the carrying out of projects, and the operations of the Departamento, such as the disbursement of and accounting for funds, the incurrence of obligations of the Departamento, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Departamento 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 Departamento and its personnel shall enjoy the same rights as are enjoyed by other divisions of the Ministry and by their personnel, in accordance with the pertinent provisions of law.

4. All contracts and other instruments and documents of the Departamento 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 Departamento and signed by the Director. The books and records of the Departamento relating to the cooperative program of education 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 the Republic of Chile. The Departamento shall render an annual report of its activities to the Government of the United States of America and to the Government of the Republic of Chile 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, provincial, departmental,

and local governmental agencies in Chile, as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Chile 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 Departamento for use in effectuating the cooperative program of education 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, as follows :

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 Departamento.
2. In addition, for use during 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 Departamento the sum of \$40,000 (FORTY THOUSAND DOLLARS) in the currency of the United States of America. This sum shall be deposited as soon as possible after the effective date of this Agreement, but in any event within 90 days after such effective date.
3. The Government of the Republic of Chile, for use during the period from the date of signing of this Agreement through June 30, 1951, shall deposit to the credit of the Departamento \$5,100,000 (FIVE MILLION, ONE HUNDRED THOUSAND PESOS). This sum shall be deposited as soon as possible after the effective date of this Agreement, but in any event within 90 days after such effective date.
4. Any of the funds deposited by the Government of the United States of America to the credit of the Departamento shall be converted at the highest legal rate available at the time the conversion is made.
5. 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

The balance of all funds deposited to the credit of the Departamento pursuant to Article VIII of this Agreement, shall continue to be available for the

cooperative program of education 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 Departamento shall become the property of the Departamento 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 become the property of the Government of Chile, without charge.

Article X

The Government of the Republic of Chile, in addition to the cash contribution provided for in Paragraph 3 of 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 the Republic of Chile for carrying out the cooperative program of education.

Article XI

Interest received on funds of the Departamento and any other increment of assets of the Departamento, 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 the United States of America or of the Government of the Republic of Chile.

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 Departamento, the amounts deemed to be necessary for payments to be made outside of Chile in United States 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 Departamento at any time, upon agreement between the Minister and the Chief of Field Party.

Article XIII

Any funds of the Departamento which remain unexpended and unobligated on the termination of the cooperative program of education 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 the Republic of Chile under this Agreement, as it may be from time to time amended and extended.

Article XIV

1. All rights which are enjoyed by other governmental divisions or agencies of the Government of the Republic of Chile or by their personnel shall accrue to the Departamento and to all its Chilean personnel. Such rights shall include, but shall not be limited to, free postal, telegraph, and telephone service, passes on the State Railways of Chile, 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 imposts and stamp taxes, in accordance with the pertinent provisions of law.

2. The rights referred to in Paragraph 1 of this Article pertaining to communications, transportation and exemptions from 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 program of education.

Article XV

The parties hereto declare their recognition that the Institute, being an agency 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 rights and immunities, including immunity from suit in the courts of the Republic of Chile, which are enjoyed by the Government of the United States of America.

Article XVI

Any right, 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 the Republic of Chile 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 "Education Program Agreement". It shall become effective on the date of signature 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 5, hereof.

DONE in duplicate, in the English and Spanish languages, at Santiago, this sixteenth day of January, 1951.

For the Government of the United States of America :

By Claude G. BOWERS

For the Government of the Republic of Chile :

By Bernardo LEIGHTON