

No. 1936

UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
FRANCE

**Agreement on technical assistance for Libya. Signed at
London, on 15 June 1951**

Official texts: English and French.

Registered by the United States of America on 30 October 1952.

ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
FRANCE

**Accord concernant l'assistance technique pour la Libye.
Signé à Londres, le 15 juin 1951**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 30 octobre 1952.

No. 1936. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND FRANCE ON TECHNICAL ASSISTANCE FOR LIBYA. SIGNED AT LONDON, ON 15 JUNE 1951

The Government of the United States of America of the one part and the Governments of the United Kingdom of Great Britain and Northern Ireland and the French Republic of the other part, as the Administering Powers of the three territories of Tripolitania, Cyrenaica and the Fezzan, have agreed as follows :—

Article I

ASSISTANCE AND ORGANISATION

1. For the benefit of the people of Libya, the Government of the United States of America of the one part and the Governments of the United Kingdom of Great Britain and Northern Ireland and the French Republic of the other part, as the Administering Powers of the three territories of Tripolitania, Cyrenaica and the Fezzan, undertake to co-operate 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 Libya.

2. To this end there is hereby established the Libyan-American Technical Assistance Service (hereafter referred to as the Service), an organisation authorised to receive funds, and to enter into agreements with representatives of the Administering Powers, in consultation with the Libyan authorities, for specific programmes and projects contributing to the economic development of Libya. The staff of the Service shall consist of an Executive Director, assigned by the Government of the United States of America, and such advisers and other personnel as he may require. The Executive Director shall be responsible for the administration of the Service and the effective execution of programmes and projects, and as required to effect the purposes of this Agreement shall enter into agreements and disburse funds of the Service, incur obligations of the Service for the purchase, use, inventory, control and disposition of property, appoint and discharge officers and other personnel of the Service and determine the terms and conditions of their employment, and all other administrative matters.

¹ Came into force on 15 June 1951, as from the date of signature, in accordance with article VI.

3. The Service shall be aided in its choice of activities by a Consultative Programme Board consisting of at least seven members, one representing each of the following: the provisional Government of Libya, the three territories (these representatives to be nominated by the provisional Government of Libya), the Administering Powers of the three territories, and the Government of the United States of America. The Prime Minister of the provisional Government of Libya shall be invited to serve *ex officio* as a member of the Board. The Board shall review all project proposals received from the provisional Government of Libya, from the three territories, and from the Administering Powers. Its recommendations shall be considered by the Service in establishing the order of priorities of programmes and projects, taking account of the total and balanced needs of Libya.

4. Particular technical co-operation programmes and projects may be recommended by the Board and, if approved by the Service, carried out pursuant to the provisions of such separate written agreements as may later be executed to implement them. Programme or project agreements will contain provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, and the fair share which each party hereby agrees to contribute to the cost of each programme or project.

Article II

CONTRIBUTIONS

1. The Government of the United States of America will, prior to 1st January, 1951, deposit to the credit of the Service a sum of \$150,000 (one hundred and fifty thousand dollars) for expenditure on programmes and projects to be initiated by the Service. The said sum will be deposited in instalments from time to time as required by the Service to carry on programmes and projects pursuant to the terms of the separate written agreements to be hereafter concluded and executed, and such funds shall remain available until expended.

2. In addition, the Government of the United States of America agrees to pay the salaries and other expenses of the Executive Director, advisers and other United States personnel assigned to the Service.

3. Any funds, materials and equipment introduced into Libya by the Government of the United States of America pursuant to programme and project agreements shall be exempt from taxes, services charges, investment or deposit requirements and currency controls.

4. When the Service is terminated in accordance with the terms of Article VI hereunder, provision shall be made to complete project commitments,

and any remaining assets provided by the United States of America shall be returned to the Government of the United States of America.

Article III

CO-OPERATION

1. The Administering Powers of the three territories, in co-operation with the Service and with representatives of appropriate international organisations, will endeavour to co-ordinate and integrate all technical co-operation programmes being carried on in Libya.

2. The Administering Powers of the three territories will co-operate in the mutual exchange of technical knowledge and skills with other countries participating in technical co-operation programmes associated with that carried on under this Agreement.

3. The Administering Powers of the three territories will endeavour to make effective use of the results of technical projects carried on in Libya in co-operation with the United States of America and the appropriate Libyan authorities.

Article IV

INFORMATION AND PUBLICITY

1. The Administering Powers of the three territories will communicate to the Executive Director of the Service in a form and at intervals to be mutually agreed upon—

(a) Information concerning projects, programmes, 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 organisations.

2. Before 1st January, 1952, or the date when Libya becomes independent, whichever is the earlier, the Administering Powers of the three territories to which this Agreement applies will make public in their respective territories to which this Agreement refers, and the Government of the United States of America will make public in the United States, official reports on the technical co-operation programmes carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Government of the United States of America and the Administering Powers of the three territories will endeavour to give full and continuing publicity to the objectives and progress of the technical co-operation programme carried on under this Agreement.

Article V

UNITED STATES GOVERNMENT PERSONNEL

All employees of the Government of the United States of America assigned to duties in Libya in connexion with co-operative technical assistance programmes and projects and accompanying members of their families shall be exempt from all Libyan 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 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 Libya for their own use, as is accorded to diplomatic and consular personnel of the United States in each territory.

Article VI

ENTRY INTO FORCE, DURATION

1. This Agreement shall enter into force upon the day it is signed. The Agreement shall terminate on 31st December, 1951, or the date on which Libya becomes independent, whichever is the earlier.

2. Subsidiary projects and other agreements and arrangements which may be concluded may remain in force after the termination of this Agreement in accordance with such arrangements as the parties hereto may make.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in triplicate at London this 15th day of June, 1951, in the English and French languages, both texts being equally authoritative.

For the Government of the United States of America :
Walter S. GIFFORD

For the Government of the United Kingdom of
Great Britain and Northern Ireland :
Herbert MORRISON

For the Government of the French Republic :
R. MASSIGLI