

No. 1960

**UNITED STATES OF AMERICA
AND
NICARAGUA**

**Agreement for a co-operative program of education. Signed
at Managua, on 31 January 1951**

Official texts: English and Spanish.

Registered by the United States of America on 28 November 1952.

**ÉTATS-UNIS D'AMÉRIQUE
ET
NICARAGUA**

**Accord relatif à un programme de coopération en matière
d'enseignement. Signé à Managua, le 31 janvier 1951**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 28 novembre 1952.

No. 1960. AGREEMENT¹ FOR A CO-OPERATIVE PROGRAM OF EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NICARAGUA. SIGNED AT MANAGUA, ON 31 JANUARY 1951

The Government of the United States of America and the Government of Nicaragua

Have agreed as follows :

Article I

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments at Managua, on December 23, 1950,² a cooperative program of education shall be initiated in Nicaragua. The obligations assumed herein by the Government of Nicaragua will be performed by it through the Ministry of Public Education of Nicaragua (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 Nicaragua, 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 education are :

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

¹ Came into force on 31 January 1951, as from the date of signature, in accordance with article XVIII.

² United Nations, *Treaty Series*, Vol. 92, p. 155.

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 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 type :

a. Studies and surveys of the needs of Nicaragua in the field of elementary or vocational education, or both, as the Government of Nicaragua may desire, and the resources which are available to meet these needs ; the formulation of a program to enable it to meet such needs ;

b. Initiation and administration of projects in the field of elementary or vocational education, or both, 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 type : 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 in Nicaragua, in the United States and elsewhere, in the field of education.

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 Nicaragua 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 but shall be acceptable to the Government of Nicaragua.

Article V

A special technical service to be known as the SERVICIO COOPERATIVO INTER-AMERICANO DE EDUCACIÓN (hereinafter referred to as the "Servicio") shall be established by the Government of Nicaragua within the Ministry 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 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 Nicaraguan 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 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 general policies and administrative procedures that are to govern the cooperative program of education, 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 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 Nicaragua. The Servicio shall render an annual report of its activities to the Government of the United States of America and to the Government of Nicaragua 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 Nicaragua, as well as with organizations of a public or private character, and international organizations of which Nicaragua and the

United States of America 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 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 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 \$35,000 (Thirty-five thousand dollars) in currency of the United States of America as follows :

On the date of the opening of the Office of the Servicio	
in Managua, Nicaragua	\$17,500
On May 1, 1951	\$17,500

3. The Government of Nicaragua, 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 C\$350,000 (Three hundred and fifty thousand córdobas as follows :

On the date of the opening of the Office of the	
Servicio in Managua, Nicaragua	C\$175,000
On May 1, 1951	C\$175,000

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 rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditures in Nicaragua.

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 balance 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 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 Servicio shall become the property of the Servicio and shall be used exclusively 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 Nicaragua.

Article X

The Government of Nicaragua, 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 Nicaragua for carrying out the cooperative program of education.

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 the United States of America or of the Government of Nicaragua.

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 Nicaragua 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 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 Nicaragua 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 Nicaragua shall accrue to the Servicio. 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 Nicaragua, 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. All rights and privileges which are enjoyed by personnel of equivalent rank in other divisions or agencies of the Government of Nicaragua shall accrue to all Nicaraguan personnel of the Servicio.

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 program of education.

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 Nicaragua, 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 Nicaragua 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 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 Managua, Nicaragua, this 31st day of January, 1951.

For the Government of the United States of America :

[SEAL] Capus WAYNICK
Ambassador

For the Government of Nicaragua :

[SEAL] Oscar SEVILLA SACASA