

No. 1994

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**UNITED STATES OF AMERICA  
and  
HAITI**

**Exchange of notes constituting an agreement relating to  
technical co-operation. Port-au-Prince, 2 May 1951**

*Official texts: English and French.*

*Registered by the United States of America on 16 December 1952.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
HAÏTI**

**Échange de notes constituant un accord de coopération  
technique. Port-au-Prince, 2 mai 1951**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 16 décembre 1952.*

No. 1994. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES AMERICA AND HAITI RELATING TO TECHNICAL CO-OPERATION. PORT-AU-PRINCE, 2 MAY 1951

Nº 1994. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> DE COOPÉRATION TECHNIQUE ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET HAÏTI. PORT-AU-PRINCE, 2 MAI 1951

I

*The American Chargé d'Affaires ad interim to the Haitian Secretary of State for Foreign Relations*

AMERICAN EMBASSY  
PORT-AU-PRINCE, HAITI

No. 1035

May 2, 1951

Excellency :

I have the honor to refer to existing programs of technical natures in which agencies of the Government of Haiti and the Government of the United States are now cooperating in Haiti and also to the increased activity in this field which is contemplated as a result of the new program known as Point IV.

With a view to reducing to a minimum further negotiations and formalities in connection with each individual project undertaken in this cooperative program the Government of the United States is of the opinion that a useful purpose would be served by reaching an understanding which might constitute a general Point IV agreement between the Governments of Haiti and the United States.

It is proposed that such an agreement contain the following provisions :

I—ASSISTANCE AND COOPERATION

1. The Government of the United States of America and the Government of Haiti undertake to cooperate 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 Haiti. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached by the

<sup>1</sup> Came into force on 2 May 1951, by the exchange of the said notes.

<sup>1</sup> Entré en vigueur le 2 mai 1951, par l'échange des dites notes.

duly designated representatives of Haiti and the Technical Cooperation Administration of the United States of America, or by other persons, agencies, or organizations designated by the governments.

2. The Government of Haiti through its duly designated representatives in cooperation with representatives of the Technical Cooperation Administration, or other duly designated representatives of the United States of America, and representatives of appropriate international organizations will endeavor to coordinate and integrate all technical cooperation programs being carried on in Haiti.

3. The Government of Haiti will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

4. The Government of Haiti will endeavor to make effective use of the results of technical projects carried on in Haiti in cooperation with the United States of America.

5. The two governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

## II—INFORMATION AND PUBLICITY

1. The Government of Haiti will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon :

- a. Information concerning projects, programs, 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 organizations.

2. Not less frequently than once a year, the Governments of Haiti and of the United States of America will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments of the United States of America and Haiti will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

## III—PROGRAM AND PROJECT AGREEMENTS

1. The program and project agreements referred to in paragraph I (1) above will include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contribution of each party to the cost of the program or project, and the furnishing of detailed information of the character set forth in paragraph II (1) above.

2. Any funds, materials and equipment introduced into Haiti by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

3. The Government of Haiti agrees to bear a fair share of the cost of technical cooperation programs and projects.

#### IV—PERSONNEL

All employees of the Government of the United States of America assigned to duties in Haiti in connection with cooperative technical assistance programs and projects and accompanying members of their families shall be exempt from all Haitian 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 on 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 Haiti for their own use, as is accorded by the Government of Haiti to diplomatic personnel of the United States Embassy in Haiti.

#### V—ENTRY INTO FORCE, AMENDMENT, DURATION

1. This agreement shall enter into force upon the receipt of a note from Your Excellency indicating the concurrence of the Government of Haiti in this proposal. It shall remain in force until three months after either government shall have given notice in writing to the other of intention to terminate the Agreement.

2. 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.

3. Subsidiary project and other agreements and arrangements which may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two governments may make.

4. This Agreement is complementary to and does not supersede existing agreements between the two governments except insofar as other agreements are inconsistent herewith.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

John H. BURNS  
Chargé d'Affaires a. i.

His Excellency M. Jacques Léger  
Secretary of State for Foreign Relations  
Port-au-Prince

Je saisis cette opportunité pour renouveler à Votre Excellence, l'assurance de ma très haute considération. »

En réponse à votre courtoise communication, j'ai l'honneur de vous informer que j'accepte les termes et conditions indiqués ci-dessus en vue de l'exécution de l'Accord.

Je saisis cette occasion, Monsieur le Chargé d'Affaires, pour vous renouveler les assurances de ma considération la plus distinguée.

Jacques LÉGER

Monsieur John H. Burns  
Chargé d'Affaires a. i. des États-Unis d'Amérique  
Port-au-Prince

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

*The Haitian Secretary of State for Foreign Relations to the American Chargé  
d'Affaires ad interim*

REPUBLIC OF HAITI  
OFFICE OF THE SECRETARY OF STATE  
FOR FOREIGN RELATIONS

SG/A-3 : 947

Port-au-Prince, May 2, 1951

Mr. Chargé d'Affaires,

I have the honor to acknowledge the receipt of your note dated today, the French version of which reads as follows :

[*See note I*]

In reply to your courteous communication, I have the honor to inform you that I accept the terms and conditions set forth above for the execution of the Agreement.

I avail myself of this occasion, Mr. Chargé d'Affaires, to renew to you the assurances of my most distinguished consideration.

Jacques LÉGER

Mr. John H. Burns  
Chargé d'Affaires ad interim of the United States of America  
Port-au-Prince

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.