

No. 2105

**UNITED STATES OF AMERICA
and
NICARAGUA**

**Agreement for a co-operative health and sanitation program.
Signed at Managua, on 31 January 1951**

**Exchange of notes constituting an agreement relating to
additional financial contributions for the co-operative
program of health and sanitation in Nicaragua. Ma-
nagua, 23 October and 20 November 1951**

Official texts: English and Spanish.

Registered by the United States of America on 12 February 1953.

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

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

**Échange de notes constituant un accord relatif à des con-
tributions financières supplémentaires au titre du pro-
gramme de coopération en matière de santé et d'hygiène
au Nicaragua. Managua, 23 octobre et 20 novembre 1951**

Textes officiels anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 12 février 1953.

No. 2105. AGREEMENT¹ FOR A CO-OPERATIVE HEALTH AND SANITATION PROGRAM 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 health and sanitation program shall be initiated in Nicaragua. The obligations assumed herein by the Government of Nicaragua will be performed by it through the Ministry of Public Health 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 health and sanitation program 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;

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.

2. To facilitate public health activities in Nicaragua through cooperative action on the part of the two governments; and

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

Article III

It is agreed that the cooperative health and sanitation 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 health and sanitation program.

2. The development and carrying out of the activities of the following types :

a. Studies and surveys of the needs of Nicaragua in the field of health and sanitation and the resources which are available to meet these needs; and the formulation of a program to enable it to meet such needs;

b. Initiation and administration of projects in the field of health and sanitation, pursuant to written operational agreements to be signed by the Minister of Health (hereinafter referred to as the " Minister ") and the Chief of Field Party, which may include activities of the following types : operation and development of health centers and other facilities for preventive medicine and disease control; development of safe water supply; sewage disposal, insect control and environmental sanitation; health education; and development of nursing;

c. Training activities within Nicaragua, in the United States of America and elsewhere, in the field of health and sanitation.

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 of America but shall be acceptable to the Government of Nicaragua.

Article V

A special technical service to be known as the SERVICIO COOPERATIVO INTERAMERICANO DE SALUBRIDAD PÚBLICA (hereinafter referred to as the " Ser-

vicio ") shall be established by the Government of Nicaragua within the Ministry and shall act as the administrative agency for carrying out the cooperative health and sanitation program. 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 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 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 health and sanitation 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 health and sanitation program, the carrying out of projects, and the operations of the Servicio, such as the disbursement of an 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 health and sanitation program 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 the United States of America and Nicaragua 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 health and sanitation program, in addition to the funds, property, and 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 \$50,000 (fifty 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	\$25,000
On May 1, 1951	\$25,000

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\$500,000 (five hundred thousand cordobas) as follows :

On the date of the opening of the Office of the	
Servicio in Managua, Nicaragua	C\$250,000
On May 1, 1951	C\$250,000

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 balances 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 health and sanitation program 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 contributions 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 health and sanitation program.

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 co-operative health and sanitation program 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 health and sanitation program.

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 "Health and sanitation 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
Minister of Foreign Affairs

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
NICARAGUA RELATING TO ADDITIONAL FINANCIAL
CONTRIBUTIONS FOR THE CO-OPERATIVE PROGRAM
OF HEALTH AND SANITATION IN NICARAGUA. MA-
NAGUA, 23 OCTOBER AND 20 NOVEMBER 1951

I

*The American Chargé d'Affaires ad interim to the Nicaraguan Minister of Foreign
Affairs*

AMERICAN EMBASSY

No. 40

Managua, October 23, 1951

Excellency :

I have the honor to refer to the Cooperative Health and Sanitation Program Agreement concluded between our two Governments at Managua on January 31, 1951,² providing for the initiation and operation of the cooperative health and sanitation program in Nicaragua until June 30, 1955 and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Inter-Americano de Salubridad Publica (hereinafter called "Servicio") for the period ending June 30, 1951.

I am authorized by my Government to propose that the United States of America through The Institute of Inter-American Affairs contribute \$8,333 to the Servicio each month during the six-month period ending December 31, 1951 on the condition that your Government will contribute 83,333 cordobas each month during such period. It is understood, however, that the obligations of both Governments under this agreement shall be subject to the availability of appropriations to each Government for the period following August 31, 1951. The contributions herein provided are in addition to the contributions to the Servicio which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two Governments subject to terms of the aforesaid Cooperative Health and Sanitation Program Agreement.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United

¹ Came into force on 20 November 1951, by the exchange of the said notes.

² See p. 122 of this volume.

States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall be effective from the date of your reply and which shall remain in force until December 31, 1951, or until one month after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier.

Please accept, Excellency, the renewed assurances of my highest consideration.

Rolland WELCH
Chargé d'Affaires ad interim

His Excellency Dr. Oscar Sevilla Sacasa
Minister of Foreign Affairs
Managua, D. N.

II

The Nicaraguan Acting Minister of Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DE NICARAGUA
AMÉRICA CENTRAL
MINISTERIO
DE RELACIONES EXTERIORES

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY
OF FOREIGN AFFAIRS

Managua, D. N.,
20 de Noviembre de 1951

Managua, D. N.,
November 20, 1951

DEPARTAMENTO DIPLOMÁTICO
CME. No. 0133

DIPLOMATIC DEPARTMENT
CME. No. 0133

Excelencia :

Excellency :

Tengo el honor de referirme a la atenta nota de esa Honorable Embajada No. 40 fechada el 23 de Octubre próximo pasado, por medio de la cual alude al Convenio del Programa Cooperativo de Salud y Saneamiento celebrado entre nuestros dos Gobiernos por medio de un intercambio de notas el 31 de Enero de 1951.

I have the honor to refer to your Embassy's courteous note No. 40, dated October 23 last, regarding the Cooperative Health and Sanitation Program Agreement concluded between our two Governments by an exchange of notes on January 31, 1951.

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

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

En dicha comunicación manifiesta el entonces Encargado de Negocios ad-interim, que el Gobierno de los Estados Unidos de América, por medio del Instituto de Asuntos Interamericanos, contribuirá al «Servicio» con US\$8,333 mensuales durante un período de seis meses que terminará el 31 de Diciembre de este año, siempre que el Gobierno de Nicaragua contribuya con C\$83,333.00, mensuales, por el mismo tiempo, siendo entendido que las obligaciones de ambos Gobiernos de acuerdo con el referido Convenio, estarán sujetas a la disponibilidad de lo presupuesto para cada Gobierno durante el período posterior al 31 de Agosto de 1951, y que las contribuciones que aquí se proveen son como un aditamento a las del «Servicio», que se han convenido anteriormente, así como también, que estarán sujetas a los términos del Convenio del Programa Cooperativo de Salud y Saneamiento.

Se agrega finalmente que la respuesta favorable a la nota de la referencia, constituirá un Convenio entre nuestros dos Gobiernos, vigente hasta el 31 de Diciembre de 1951, o hasta un mes después de que cualquiera de las Partes haya notificado por escrito a la otra de su intención de terminarlo.

En respuesta, me es grato manifestar a Vuestra Excelencia que de acuerdo con el Artículo VIII, párrafo 7 del Convenio de 31 de Enero de 1951, mi Gobierno acepta en los términos que se dejan relacionados, el Convenio propuesto en la nota que me honro en contestar.

Aprovecho complacido esta grata oportunidad para renovar a Vuestra

In the said communication, the then Chargé d'Affaires ad interim states that the Government of the United States of America, through the Institute of Inter-American Affairs, will contribute U.S. \$8,333 to the "Servicio" each month during a six-month period ending December 31 of this year, provided that the Government of Nicaragua contribute 83,333 cordobas each month during the same period, it being understood that the obligations of both Governments in accordance with the said Agreement shall be subject to the availability of funds appropriated for each Government during the period subsequent to August 31, 1951, and that the contributions herein provided for are an addition to those of the "Servicio", which have previously been agreed upon, and also that they shall be subject to the terms of the Cooperative Health and Sanitation Program Agreement.

It is stated, in conclusion, that the favorable reply to the note in reference will constitute an agreement between our two Governments, effective until December 31, 1951, or until one month after either Party shall have given notice in writing to the other of its intention to terminate it.

In reply, I take pleasure in informing Your Excellency that in accordance with Article VIII, paragraph 7, of the Agreement of January 31, 1951, my Government accepts, in the terms hereinabove stated, the Agreement proposed in the note which I have the honor to answer.

I am happy to avail myself of this opportunity to renew to Your Excel-

Excelencia el testimonio de mi más
alta y distinguida consideración,

lency the assurance of my highest and
most distinguished consideration.

A. MONTIEL ARGÜELLO

A. MONTIEL ARGÜELLO

Excelentísimo Señor
Don Thomas E. Whelan
Embajador Extraordinario
y Plenipotenciario
de los Estados Unidos de América
Managua, D. N.

His Excellency
Thomas E. Whelan
Ambassador Extraordinary
and Plenipotentiary
of the United States of America
Managua, D. N.
