

No. 2106

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**UNITED STATES OF AMERICA  
and  
PANAMA**

**Agreement for a co-operative program of health and sanitation. Signed at Panama, on 26 February 1951**

**Exchange of notes constituting an agreement relating to additional financial contributions for the co-operative program of health and sanitation in Panama. Panama, 14 August and 8 November 1951**

*Official texts: English and Spanish.*

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

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

**Accord relatif à un programme de coopération en matière de santé et d'hygiène. Signé à Panama, le 26 février 1951**

**Échange de notes constituant un accord relatif à des contributions financières supplémentaires au titre du programme de coopération en matière de santé et d'hygiène au Panama. Panama, 14 août et 8 novembre 1951**

*Textes officiels anglais et espagnol.*

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

No. 2106. AGREEMENT<sup>1</sup> FOR A CO-OPERATIVE PROGRAM OF HEALTH AND SANITATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA. SIGNED AT PANAMA, ON 26 FEBRUARY 1951

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

Have agreed as follows :

*Article I*

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two governments at Panamá on December 30, 1950,<sup>2</sup> a cooperative program of health and sanitation shall be initiated in Panamá. The obligations assumed herein by the Government of the Republic of Panamá will be performed by it through the Ministry of Labor, Social Welfare and Public Health of the Republic of Panamá (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 the Republic of Panamá, 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 health and sanitation are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Panamá and to further secure growth of democratic ways of life;

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<sup>1</sup> Came into force on 26 February 1951, as from the date of signature, in accordance with article XVIII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 92, p. 167.

2. To facilitate the development of health and sanitation in the Republic of Panamá 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 the Republic of Panamá 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 Labor, Social Welfare and Public 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 and environmental sanitation; insect control; health education; and development of nursing;

c) Training activities in the field of health and sanitation within the Republic of Panamá, in the United States of America 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 the Republic of Panamá 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 Panamá.

*Article V*

A special technical service to be known as the SERVICIO COOPERATIVO INTERAMERICANO DE SALUD PÚBLICA (hereinafter referred to as the "Servicio") shall be established by the Government of the Republic of Panamá within the Ministry and shall act as the administrative agency for carrying out the cooperative program of health and sanitation. 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 projects, 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 Panamanian 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 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 co-operative program of health and sanitation 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 Panamá. The Servicio shall render an annual report of its activities to the Government of the United States of America and the Government of the Republic of Panamá 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 the Republic of Panamá 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 Panamá 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 health and sanitation, 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 \$50,000.00 (fifty thousand dollars) in currency of the United States of America, as follows :

March 1, 1951 . . . .	\$10,000
April 1, 1951 . . . .	\$20,000
May 1, 1951 . . . .	\$20,000

3. The Government of the Republic of Panamá, 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 B/50,000.00 (fifty thousand balboas), as follows :

March 1, 1951 . . .	B/10,000
April 1, 1951 . . .	B/20,000
May 1, 1951 . . .	B/20,000

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 the Republic of Panamá.

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 program of health and sanitation 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 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 the Republic of Panamá.

#### *Article X*

The Government of the Republic of Panamá, 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 Panamá for carrying out the cooperative program of health and sanitation.

#### *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 the Republic of Panamá.

#### *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 the Republic of Panamá 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 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 health and sanitation 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 Panamá 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 the Republic of Panamá or by their personnel shall accrue to the Servicio and to all its Panamanian personnel. 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 the Republic of Panamá, 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.

2. The rights and privileges referred to in Paragraph 1 of this Article XIV pertaining to communications, transportation and exemption 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 health and sanitation.

*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 the Republic of Panamá, 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 the Republic of Panamá 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 Panamá this twenty-sixth day of February, 1951.

For the Government of the United States of America :

[SEAL] Murray M. WISE

For the Government of the Republic of Panamá :

[SEAL] Carlos N. BRIN

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
PANAMA RELATING TO ADDITIONAL FINANCIAL  
CONTRIBUTIONS FOR THE CO-OPERATIVE PROGRAM  
OF HEALTH AND SANITATION IN PANAMA. PANAMA,  
14 AUGUST AND 8 NOVEMBER 1951

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*The American Ambassador to the Panamanian Minister for Foreign Affairs*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 7

Panamá, R. P., August 14, 1951

Excellency :

I have the honor to refer to the Health and Sanitation Program Agreement of February 26, 1951<sup>2</sup> between our two Governments providing for the initiation and operation of the cooperative Health and Sanitation Program in Panamá until June 30, 1955, and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Inter-Americano de Salud Pública (hereinafter called the « 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 \$6,250.00 to the Servicio each month during the six month period ending December 31, 1951, on the condition that your Government contribute B/.6,250.00 each month for the same period. It is understood, however, that your Government may make its payments during the first six months of 1952 and 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, and to any contribution which they may agree to subsequently to finance operation of the Program after December 31, 1951. The contributions herein provided shall be made by the two Governments subject to terms of the aforesaid Health and Sanitation Program Agreement of February 26, 1951.

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

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<sup>1</sup> Came into force on 8 November 1951, by the exchange of the said notes.

<sup>2</sup> See p. 154 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.

John C. WILEY

His Excellency Lic. Ignacio Molino, Jr.  
Minister for Foreign Affairs

## II

### *The Panamanian Minister for Foreign Affairs to the American Ambassador*

[SPANISH TEXT — TEXTE ESPAGNOL]

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

MINISTERIO DE RELACIONES EXTERIORES

MINISTRY OF FOREIGN AFFAIRS

D.P. No 1583

D.P. No. 1583

Panamá, 8 de Noviembre de 1951

Panama, November 8, 1951

Señor Embajador :

Mr. Ambassador :

Tengo a honra referirme a la atenta nota de Vuestra Excelencia No 7, de 14 de Agosto último, relativa al Programa de Salud e Higiene firmado entre nuestros dos Gobiernos, el cual estipula la iniciación y funcionamiento del Programa Cooperativo de Salud e Higiene en Panamá, hasta el 30 de Junio de 1955, y especifica las contribuciones que deben hacer nuestros respectivos Gobiernos al Servicio Cooperativo Interamericano de Salud Pública, para el período que finaliza el 30 de Junio de 1951.

Sobre el particular, cúpleme llevar a conocimiento de Vuestra Excelencia que de acuerdo con la contribución

I have the honor to refer to Your Excellency's note No. 7 of August 14 last relating to the Health and Sanitation Program signed between our two Governments, which provides for the initiation and operation of the Cooperative Health and Sanitation Program in Panama until June 30, 1955, and specifies the contributions to be made by our respective Governments to the Servicio Cooperativo Interamericano de Salud Pública for the period ending June 30, 1951.

In this connection, I am to inform Your Excellency that, in accordance with the contribution of the sum of

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

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

que hará el Gobierno de los Estados Unidos de América por intermedio del Instituto de Asuntos Interamericanos, con la suma de \$6,250.00 mensuales para el «Servicio», durante el período de seis meses que terminará el 31 de Diciembre de 1951, el Gobierno de la República de Panamá contribuirá, asimismo, con la suma de B/.6,250.00, por el mismo período.

Es entendido, sin embargo, que mi Gobierno puede hacer los pagos durante los primeros seis meses de 1952 y que las obligaciones de los dos Gobiernos según este acuerdo, quedarán sujetas a la disponibilidad de fondos de cada Gobierno para el período siguiente al 31 de Agosto de 1951.

Las contribuciones aquí estipuladas son en adición a las contribuciones que para el Servicio Cooperativo Interamericano de Salud Pública han convenido nuestros respectivos Gobiernos en acuerdos anteriores, y a cualquiera otra contribución que puedan convenir posteriormente para sufragar el funcionamiento del Programa después del 31 de Diciembre de 1951. Las contribuciones aquí estipuladas serán hechas por los dos Gobiernos con sujeción a los términos del mencionado Programa de Salud e Higiene, de fecha 26 de Febrero de 1951.

El Gobierno de la República de Panamá acepta la proposición que antecede, y considera la nota de Vuestra Excelencia y la presente, como la expresión de su anuencia y como constitutivas de un acuerdo entre nuestros dos Gobiernos, el cual registrará desde esta fecha y permanecerá en vigor hasta el 31 de Diciembre de 1951, o hasta un mes después de que

\$6,250.00 per month which the Government of the United States of America will make, through the Institute of Inter-American Affairs, to the "Servicio" during the six-month period ending December 31, 1951, the Government of the Republic of Panama will likewise contribute the sum of B/.6,250.00 for the same period.

It is understood, however, that my Government may make the payments during the first six months of 1952 and that the obligations of both Governments under this agreement will be subject to the availability of funds of each Government for the period following August 31, 1951.

The contributions herein provided for are in addition to the contributions to the Servicio Cooperativo Interamericano de Salud Pública which our respective Governments have agreed upon in previous agreements, and to any other contribution which they may agree upon subsequently to finance the operation of the Program after December 31, 1951. The contributions herein provided for will be made by the two Governments under the terms of the aforesaid Health and Sanitation Program of February 26, 1951.

The Government of the Republic of Panama accepts the foregoing proposal and considers Your Excellency's note and the present note as the expression of its concurrence and as constituting an agreement between our two Governments, which shall be effective from this date and shall remain in force until December 31, 1951, or until one month after either Government noti-

cualquiera de los dos Gobiernos dé al otro aviso por escrito de su intención de ponerle fin, cualquiera que sea el primero de estos casos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Ignacio MOLINO

Ministro de Relaciones Exteriores

Su Excelencia John C. Wiley  
Embajador de los Estados Unidos  
de América  
Presente

fies the other in writing of its intention to terminate it, whichever is earlier.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Ignacio MOLINO

Minister for Foreign Affairs

His Excellency John C. Wiley  
Ambassador of the United States  
of America  
City