

**UNITED STATES OF AMERICA
and
CHILE**

Exchange of notes constituting an agreement extending for six months the co-operative program of health and sanitation in Chile. Santiago, 28 December 1948, and 10, 20 and 21 January 1949

Exchange of notes constituting an agreement extending for one year the co-operative program of health and sanitation in Chile. Santiago, 1 and 31 July 1949

Exchange of notes constituting an agreement extending for five years the co-operative program of health and sanitation in Chile. Santiago, 11 December 1950 and 8 January 1951

Official texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

Échange de notes constituant un accord prolongeant pour six mois le programme de coopération en matière de santé et d'hygiène au Chili. Santiago, 28 décembre 1948, et 10, 20 et 21 janvier 1949

Échange de notes constituant un accord prolongeant pour un an le programme de coopération en matière de santé et d'hygiène au Chili. Santiago, 1^{er} et 31 juillet 1949

Échange de notes constituant un accord prolongeant pour cinq ans le programme de coopération en matière de santé et d'hygiène au Chili. Santiago, 11 décembre 1950 et 8 janvier 1951

Textes officiels anglais et espagnol.

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

No. 2107. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CHILE EXTENDING FOR SIX MONTHS THE COOPERATIVE PROGRAM OF HEALTH AND SANITATION IN CHILE. SANTIAGO, 28 DECEMBER 1948, AND 10, 20 AND 21 JANUARY 1949

I

The American Ambassador to the Chilean Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 208

Santiago, December 28, 1948

Excellency :

I have the honor to refer to the Basic Agreement between the Government of Chile and The Institute of Inter-American Affairs arising out of the exchange of correspondence between the Representative of the Institute and the Director General of Sanitation of the Republic of Chile dated May 12, 1943,² which provided for the initiation and execution of the existing health and sanitation program in Chile. I also refer to Your Excellency's note of May 10, 1948,² suggesting that our respective Governments consider contributing additional funds for the continuation of that program.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Chile that it would be desirable for our two Governments to reach a mutually satisfactory understanding regarding the continuation of the program. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program through June 30, 1949. It would be understood that, during the period from January 1, 1949, through June 30, 1949, the Institute would make a contribution to the Departamento Cooperativo Interamericano de Obras de Salubridad of the sum of \$200,000 United States currency for use in carrying out project activities of the program on condition that Your Government would contribute to the Departamento, for the same purpose, during the same period, the sum of 18,540,000 pesos, these amounts to be made available in installments at

¹ Came into force on 22 January 1949 and became operative retroactively from 1 January 1949 in accordance with the terms of the said notes.

² Not printed by the Department of State of the United States of America.

such time and in such amounts as may be mutually agreed upon by the Director General of Public Health of Chile and the Chief of Field Party of the Institute in Chile. If the Chilean contribution during this period should be less than 18,540,000 pesos, the contribution of the Institute will diminish in the same proportion as the Chilean contribution diminishes. The Institute would also be willing, during the same period, to make available funds to be retained by the Institute, and not deposited to the account of the Departamento, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Chile. The amounts referred to would be in addition to the sums already required under the present Basic Agreement and the agreements entered into pursuant thereto to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed plan for continuing the program on the above basis is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the Supplement may be worked out by officials of the Ministry of Health and Social Welfare and the Institute of Inter-American Affairs.

The Government of the United States of America will consider the present note and Your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Director General of Sanitation of the Republic of Chile and by a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Claude G. BOWERS

His Excellency Señor don Germán Riesco Errázuriz
Minister for Foreign Affairs
Santiago

II

The Chilean Minister for Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DE CHILE
MINISTERIO
DE RELACIONES EXTERIORES

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

Santiago, 10 de Enero de 1949

Santiago, January 10, 1949

DEPARTAMENTO DIPLOMÁTICO
Sección Tratados
RRR/GCD
Nº 00363

DIPLOMATIC DEPARTMENT
Treaty Section
RRR/GCD
No. 00363

Señor Embajador :

Mr. Ambassador :

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota Nº 208, de fecha 28 de Diciembre pasado, por intermedio de la cual se sirve referirse al Convenio Básico entre el Gobierno de Chile y el Instituto de Asuntos Interamericanos de fecha 12 de Mayo de 1943, que dispuso la iniciación y ejecución del actual programa de sanidad y saneamiento en Chile. Al mismo tiempo, Vuestra Excelencia se refiere a la Nota de este Ministerio del 10 de Mayo de 1948, en la cual se sugería la conveniencia de que ambos Gobiernos consideraran una nueva aportación de fondos para la prosecución de dicho programa.

I have the honor to acknowledge receipt of Your Excellency's Note No. 208 of December 28 last, referring to the Basic Agreement between the Government of Chile and the Institute of Inter-American Affairs dated May 12, 1943, which provided for the initiation and execution of the existing health and sanitation program in Chile. At the same time, Your Excellency refers to this Ministry's Note of May 10, 1948, suggesting that both Governments consider contributing additional funds for the continuation of said program.

2. Vuestra Excelencia se sirve expresarme que, en vista de los beneficios que el desarrollo del programa ha reportado a ambos Gobiernos, el Departamento de Estado de Washington ha autorizado al Instituto de Asuntos Interamericanos para que continúe su participación en el programa cooperativo, hasta el 1º de Julio de 1949. Se

2. Your Excellency informed me that, in view of the benefits which the development of the program has brought to both Governments, the Department of State at Washington has authorized the Institute of Inter-American Affairs to continue its participation in the cooperative program until July 1, 1949. It would be

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

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

entendería que durante el período comprendido entre el primero de Enero de 1949 hasta el 30 de Junio de 1949, inclusive, el Instituto contribuiría al Departamento Cooperativo Interamericano de Obras de Salubridad con la suma de US\$200,000 (doscientos mil dólares) destinados a llevar a cabo los proyectos del programa, con tal que mi Gobierno contribuyera al referido Departamento, con el mismo propósito y durante igual período con la cantidad de 18,540,000 pesos, sumas que serían aportadas por parcialidades, en las fechas y cantidades que sean acordadas mutuamente entre el Director General de Sanidad de Chile y el Representante del Instituto en Chile. Si la contribución chilena durante el citado período fuera menor de 18,540,000 pesos, la contribución del Instituto disminuiría en la misma proporción en que disminuya la chilena. El Instituto estaría dispuesto además, durante el mismo período, a aportar fondos que serían retenidos por el Instituto sin ser depositados en la cuenta del Departamento, para pagar los sueldos y demás gastos del personal de la División de Salubridad y Saneamiento del Instituto, que éste mantiene actualmente en Chile. Las sumas referidas serían adicionales a aquellas ya empleadas de acuerdo con el actual Convenio Básico, y los convenios suscritos para el cumplimiento del mismo, aportadas y puestas a disposición por las partes para la continuación del programa.

3. En respuesta tengo el honor de expresar a Vuestra Excelencia la con-

understood that during the period from January 1, 1949 to June 30, 1949, inclusive, the Institute would make a contribution to the Departamento Cooperativo Interamericano de Obras de Salubridad of the sum of \$200,000 United States currency for use in carrying out project activities of the program, on condition that my Government would contribute to the aforesaid Departamento, for the same purpose and during the same period, the sum of 18,540,000 pesos, these amounts to be made available in installments on such dates and in such amounts as may be mutually agreed upon by the Director General of Public Health of Chile and the Representative of the Institute in Chile. If the Chilean contribution during the aforesaid period should be less than 18,540,000 pesos, the contribution of the Institute would diminish in the same proportion as the Chilean contribution diminishes. The Institute would also be willing, during the same period, to make available funds to be retained by the Institute without being deposited to the account of the Departamento, for payment of salaries and other expenses of members of the Institute's Health and Sanitation Division Field Staff who are at present maintained by the Institute in Chile. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, and the agreements entered into for the execution thereof, to be contributed and made available by the parties in furtherance of the program.

3. In reply, I have the honor to express to Your Excellency my Gov-

formidad de mi Gobierno con el plan propuesto, cuyos detalles pueden, en consecuencia, ser fijados, de común acuerdo por los funcionarios del Ministerio de Salubridad, Previsión y Asistencia Social y aquellos del Instituto de Asuntos Interamericanos.

4. Mi Gobierno considerará que la proposición de Vuestra Excelencia contenida en la Nota N° 208, y la presente respuesta constituye un Acuerdo entre ambos Gobiernos, el cual entrará en vigencia en la fecha en que sea suscrito un Convenio por el Director General de Sanidad y un Representante del Instituto de Asuntos Interamericanos incorporando los detalles técnicos arriba mencionados.

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

Germán RIESCO

Excelentísimo Señor
Claude G. Bowers
Embajador de los Estados Unidos
de América
Santiago

ernment's acceptance of the proposed plan, the details of which may consequently be worked out by common agreement by officials of the Ministry of Health and Social Welfare and of the Institute of Inter-American Affairs.

4. My Government will consider that Your Excellency's proposal contained in Note No. 208 and the present reply constitute an agreement between the two Governments, which shall come into force on the date of signature of an agreement by the Director General of Public Health and a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

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

Germán RIESCO

His Excellency
Claude G. Bowers
Ambassador of the United States
of America
Santiago

III

The American Chargé d'Affaires ad interim to the Chilean Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 10

Santiago, January 20, 1949

Excellency :

In reference to my Note Number 208 of December 28, 1948 concerning the renewal of the agreement between our respective Governments for the execution of the existing Health and Sanitation Program in Chile, I have the

honor to suggest that the following clause be considered a part thereof and, therefore, a part of the agreement between our two Governments :

“ The Governments of the United States of America and the Republic of Chile declare their recognition that the Institute of Inter-American Affairs, 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, which are enjoyed by the United States of America.”

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

(In the absence of the Ambassador)
Edward G. TRUEBLOOD

His Excellency Señor don Germán Riesco Errázuriz
Minister for Foreign Affairs
Santiago

IV

The Chilean Minister for Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Santiago, 21 de Enero de 1949

DEPARTAMENTO DIPLOMÁTICO
Sección Tratados
RRR/GCD
N° 00909

Señor Embajador :

Tengo el honor de referirme a su Nota N° 10, de fecha 20 del mes en curso, relacionada con el Acuerdo sobre Salubridad y Saneamiento en Chile, concertado por cambio de Notas de fechas 28 de Diciembre de 1948 y 10 de Enero de 1949.

2. Vuestra Excelencia se sirve sugerirme que se considere en el Acuerdo la siguiente cláusula :

« Los Gobiernos de Chile y de los Estados Unidos de América declaran reconocer que el Instituto de Asuntos Interamericanos, como agencia de los Estados Unidos de América, enteramente de su propiedad y, además, dirigida y controlada por el Gobierno de los Estados Unidos de América,

tiene derecho a participar de todos los privilegios e inmunidades, incluyendo la inmunidad de jurisdicción en los Tribunales de la República, de que gozan los Estados Unidos de América. »

3. Al respecto, cúmpleme comunicar a Vuestra Excelencia, que mi Gobierno no tiene inconveniente en considerar dicha cláusula como un complemento al cambio de Notas aludido.

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

Germán RIESCO

Excelentísimo Señor Claude G. Bowers
Embajador de los Estados Unidos de América
Santiago

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

Santiago, January 21, 1949

DIPLOMATIC DEPARTMENT
Treaty Section
RRR/GCD
No. 00909

Mr. Ambassador :

I have the honor to refer to your note No. 10, dated the 20th of the current month, concerning the Agreement on Health and Sanitation in Chile, concluded by an exchange of notes dated December 28, 1948 and January 10, 1949.

2. Your Excellency is good enough to suggest to me that the following clause be considered in the Agreement :

[*See note III*]

3. With respect thereto, I am informing Your Excellency that my Government has no objection to considering the said clause as a supplement to the aforementioned exchange of notes.

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

Germán RIESCO

His Excellency Claude H. Bowers
Ambassador of the United States of America
Santiago

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

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
CHILE EXTENDING FOR ONE YEAR THE CO-OPERATIVE
PROGRAM OF HEALTH AND SANITATION IN
CHILE. SANTIAGO, 1 AND 31 JULY 1949

I

The American Ambassador to the Chilean Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 115

Santiago, July 1, 1949

Excellency :

I have the honor to refer to the Basic Agreement between the Government of Chile and The Institute of Inter-American Affairs arising out of the exchange of correspondence between the Representative of the Institute and the Director General of Sanitation of the Republic of Chile dated May 12, 1943,² which provided for the initiation and execution of the existing health and sanitation program in Chile. I also refer to Your Excellency's Note No. 05959 of June 10, 1949,² suggesting that our respective Governments consider contributing additional funds for the continuation of this program.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Chile that it would be desirable for our two Governments to reach a mutually satisfactory understanding regarding the continuation of the program. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program through June 30, 1950. It would be understood that, during the period from July 1, 1949 through June 30, 1950, the Institute would make a contribution to the Departamento Cooperativo Interamericano de Obras de Salubridad of the sum of \$100,000 United States currency for use in carrying out project activities of the program on condition that Your Government would contribute to the Departamento, for the same purpose, during the same period, the sum of 12,900,000 pesos, these amounts to be made available in installments at such time and in such amounts as may be mutually agreed upon by the Director

¹ Came into force on 5 August 1949 and became operative retroactively from 1 July 1949, in accordance with the terms of the said notes.

² Not printed by the Department of State of the United States of America.

General of Public Health of Chile and the Chief of Field Party of the Institute in Chile. If the Chilean contribution during this period should be less than 12,900,000 pesos, the contribution of the Institute will diminish in the same proportion as the Chilean contribution diminishes. The Institute would also be willing, during the same period, to make available funds to be retained by the Institute, and not deposited to the account of the Departamento, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Chile. The amounts referred to would be in addition to the sums already required under the present Basic Agreement and the agreements entered into pursuant thereto to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed plan for continuing the program on the above basis is acceptable to Your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the Extension may be worked out by officials of the Ministry of Health and Social Welfare and the Institute of Inter-American Affairs.

The Government of the United States of America will consider the present Note and Your reply Note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Director General of Sanitation of the Republic of Chile and by a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Claude G. BOWERS

His Excellency Señor don Germán Riesco Errázuriz
Minister for Foreign Affairs
Santiago

II

The Chilean Minister for Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DE CHILE

REPUBLIC OF CHILE

MINISTERIO DE RELACIONES EXTERIORES

MINISTRY OF FOREIGN AFFAIRS

Santiago, 31 de Julio de 1949

Santiago, July 31, 1949

DEPARTAMENTO DIPLOMÁTICO

DIPLOMATIC DEPARTMENT

Sección Tratados

Treaty Section

GCD

GCD

Nº 07978

No. 07978

Señor Embajador :

Mr. Ambassador :

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota Nº 115, de fecha 1 : de Julio en curso, por la cual se sirve referirse al Convenio Básico entre el Gobierno de Chile y el Instituto de Asuntos Inter-americanos, de fecha 12 de Mayo de 1943, que dispuso la iniciación y ejecución del actual programa de sanidad y saneamiento en Chile. Al mismo tiempo, Vuestra Excelencia se refiere a la Nota de este Ministerio Nº 5959, de fecha 10 de Junio pasado, en la que se sugería la conveniencia de que ambos Gobiernos consideraran una nueva aportación de fondos para la prosecución de dicho programa.

I have the honor to acknowledge receipt of Your Excellency's courteous Note No. 115, dated July 1, 1949, in which you refer to the Basic Agreement between the Government of Chile and the Institute of Inter-American Affairs, dated May 12, 1943,³ which provided for the initiation and execution of the existing health and sanitation program in Chile. Your Excellency also referred to this Ministry's Note No. 5959 of June 10 last, suggesting that both Governments consider contributing additional funds for the continuation of said program.

2. Vuestra Excelencia se sirve expresarme que, en vista de los beneficios mutuos que ambos Gobiernos están obteniendo del programa, su Gobierno comparte la opinión del Gobierno de Chile de que sería deseable que ambos Gobiernos lleguen a un acuerdo satisfactorio con respecto a la continuación de dicho programa. Con tal

2. Your Excellency states that, in view of the mutual benefits which both Governments are deriving from the program, your Government agrees with the Government of Chile that it would be desirable for both Governments to reach a satisfactory understanding regarding the continuation of said program. To such end, the

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

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

³ United Nations, *Treaty Series*, Vol. 139, p. 295.

objeto, el Departamento de Estado ha autorizado al Instituto de Asuntos Interamericanos para que su participación en el programa cooperativo se prorrogue hasta el 1º de Julio de 1950. Se entendería que durante el período comprendido entre el 1º de Julio de 1949 hasta el 1º de Julio de 1950, inclusive, el Instituto contribuiría al Departamento Cooperativo Interamericano de Obras de Salubridad con la suma de US\$100.000 (cien mil dólares), destinados a llevar a cabo los proyectos del programa, con tal que mi Gobierno contribuya al referido Departamento, con el mismo propósito y durante igual período, con la cantidad de 12.900.000 pesos, sumas que serían aportadas por parcialidades en las fechas y con las cantidades que sean acordadas mutuamente entre el Director General de Sanidad de Chile y el Representante del Instituto en Chile. Si la contribución chilena durante el período citado fuere menor de 12.900.000 pesos, la contribución del Instituto disminuiría en la misma proporción en que disminuya la chilena. El Instituto estaría dispuesto además, durante el mismo período, a aportar fondos que serían retenidos por el Instituto sin ser depositados en la cuenta del Departamento, para pagar los sueldos y demás gastos del personal, en Chile, de la División de Salubridad y Saneamiento del Instituto, que éste mantiene actualmente en Chile. Las sumas referidas serían adicionales a aquellas ya empleadas, de acuerdo con el actual Convenio Básico, y los convenios suscritos para el cumplimiento del mismo, aportadas y puestas a dispo-

Department of State has authorized the Institute of Inter-American Affairs to continue its participation in the cooperative program until July 1, 1950. It would be understood that during the period from July 1, 1949 until July 1, 1950, inclusive, the Institute would make a contribution to the Departamento Cooperativo Interamericano de Obras de Salubridad of the sum of \$100,000 United States currency (one hundred thousand dollars) for use in carrying out project activities, on condition that my Government would contribute to the aforesaid Departamento, for the same purpose and during the same period, the sum of 12,900,000 pesos, these amounts to be made available in installments at such time and in such amounts as may be mutually agreed upon by the Director General of Public Health of Chile and the Representative of the Institute in Chile. If the Chilean contribution during this period should be less than 12,900,000 pesos, the contribution of the Institute would diminish in the same proportion as the Chilean contribution diminishes. The Institute would also be willing, during the same period, to make available funds to be retained by the Institute without being deposited to the account of the Departamento, for payment of salaries and other expenses of the members, in Chile, of the Institute's Health and Sanitation Division Field Staff, who are maintained at present by the Institute in Chile. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, and the agreements

sición por las partes para la continuación del programa.

3. En respuesta, tengo el honor de expresar a Vuestra Excelencia la conformidad de mi Gobierno con el plan propuesto, cuyos detalles pueden, en consecuencia, ser fijados, de común acuerdo, por los funcionarios del Ministerio de Salubridad, Previsión y Asistencia Social y aquellos que designe el Instituto de Asuntos Interamericanos.

4. Mi Gobierno considerará la proposición de Vuestra Excelencia, contenida en la Nota N° 115, y la presente respuesta, constituyen un Acuerdo entre ambos Gobiernos, el cual entrará en vigencia en la fecha en que sea suscrito un Convenio por el Director General de Sanidad y un Representante del Instituto de Asuntos Interamericanos.

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

Germán RIESCO

Excelentísimo Señor
Claude G. Bowers
Embajador de los Estados Unidos
de América
Santiago

entered into pursuant thereto, to be contributed and made available by the parties in furtherance of the program.

3. In reply, I have the honor to express to Your Excellency my Government's acceptance of the proposed plan the details of which can therefore be fixed, by mutual agreement, by officials of the Ministry of Health and Social Welfare and those designated by the Institute of Inter-American Affairs.

4. My Government will consider Your Excellency's proposal, contained in Note No. 115, and the present reply as constituting an agreement between the two Governments, which shall come into force on the date of signature of an Agreement by the Director General of Public Health and by a representative of the Institute of Inter-American Affairs.

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

Germán RIESCO

His Excellency
Claude G. Bowers
Ambassador of the United States
of America
Santiago

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
CHILE EXTENDING FOR FIVE YEARS THE CO-OPERA-
TIVE PROGRAM OF HEALTH AND SANITATION IN
CHILE. SANTIAGO, 11 DECEMBER 1950 AND 8 JAN-
UARY 1951

I

The American Ambassador to the Chilean Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 85

Santiago, December 11, 1950

Excellency :

I have the honor to refer again to Your Excellency's Note No. 10944 of October 24, 1949,² suggesting the consideration by our respective Governments of an extension of the cooperative health and sanitation program in Chile, in which The Institute of Inter-American Affairs and your Government are participating.

The legislation recently adopted by the Congress of the United States of America providing for participation by my Government in a program of technical assistance for economic development, popularly referred to as President Truman's "Point Four" Program, and providing for a continuation until June 30, 1955, of the program which The Institute of Inter-American Affairs is conducting in cooperation with Governments of the American Republics, has provided your Government and mine with a suitable occasion for a review of the cooperative health and sanitation program in Chile in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative health and sanitation program in which our Governments are engaged are to further the general welfare of the peoples of our respective countries and to strengthen still further the bonds of friendship and understanding between them. My Government is as gratified as is yours to note the many improvements in the fields of preventive medicine, health education, safe water supply, sewage disposal, health centers and other facilities, and the control of communicable diseases, which are resulting from the cooperative program.

¹ Came into force on 9 January 1951 and became operative retroactively from 1 July 1950, in accordance with the terms of the said notes.

² Not printed by the Government of the United States of America.

Considering, therefore, the mutual benefits which our respective countries are deriving from this program, my Government agrees with the Government of Chile that an extension of the program beyond its present termination date of June 30, 1950, would be desirable. Accordingly, I have been authorized by my Government to propose that it continue its participation in the program for a period of five years, beginning July 1, 1950, through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period beginning July 1, 1951, through June 30, 1955.

It is understood that, during the period beginning July 1, 1950, through June 30, 1951, my Government will make a contribution of 100,000 (one hundred thousand) dollars, in the currency of the United States of America, to the Departamento Cooperativo Inter-Americano de Obras de Salubridad, for use in carrying out project activities of the program, on the condition that your Government will contribute to the Departamento for the same purposes the sum of 18,000,000 (eighteen million) pesos, in the currency of the Republic of Chile. My Government will also, during the same period, make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Health and Sanitation Field Party who are maintained by the Institute in Chile for the purposes of the cooperative program. The amounts referred to herein will be in addition to the sums already required to be contributed and made available by the parties in furtherance of this program. The funds each Government will contribute and make available for the continuation of the program beginning July 1, 1951, through June 30, 1955, if appropriations are hereafter made available for such continuation, will be the subject of subsequent agreement.

If the proposed extension on the basis stated above is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details may be worked out by officials of the National Public Health Service of Chile and The Institute of Inter-American Affairs.

The Government of the United States of America will consider the present note and your note of reply concurring therein as constituting an agreement between our two Governments, which shall be considered to have entered into force as of July 1, 1950, upon the signing of an agreement by the Director General of the National Public Health Service of Chile and by a representative of The Institute of Inter-American Affairs, embodying the technical details of the extension.

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

Claude G. BOWERS

His Excellency Horacio Walker Larraín
Minister for Foreign Affairs of Chile
Santiago

II

The Chilean Minister for Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

Santiago, 8 de Enero de 1951

Santiago, January 8, 1951

DEPARTAMENTO DIPLOMÁTICO
Sección Organización Estados Americanos
y Conferencias.
MRE/LHP.

DIPLOMATIC DEPARTMENT
Organization of American States
and Conferences Section.

Nº 00177

MRE/LHP.

No. 00177

Señor Embajador :

Mr. Ambassador :

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia Nº 85, de 11 de Diciembre último, en la que se refiere a la de este Ministerio Nº 10944, de 24 de Octubre de 1949, sobre la ampliación y continuación del programa cooperativo sanitario en Chile.

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 85 of December 11 last, in which you refer to this Ministry's note No. 10944, of October 24, 1949, concerning the extension and continuation of the cooperative sanitation program in Chile.

Vuestra Excelencia se sirve expresarme que el Congreso de los Estados Unidos ha aprobado un programa de ayuda técnica, conocido como el Punto Cuarto, el que contempla además la continuación hasta el 30 de Junio de 1955 del programa que el Instituto de Asuntos Interamericanos está llevando a efecto en cooperación con los Gobiernos de la Repúblicas Americanas, lo que ha proporcionado a nuestros respectivos Gobiernos la oportunidad de examinar dicho programa cooperativo sanitario y de salubridad en Chile, cuyas finalidades tienden al bienestar general de nuestros pueblos y a reforzar aún más los lazos de amistad y comprensión entre ellos. De acuerdo con lo anterior, Vuestra Excelencia ha sido autorizado para proponer la con-

Your Excellency informs me that the Congress of the United States has adopted a program of technical assistance, known as the Point Four Program, which contemplates the continuation until June 30, 1955 of the program which the Institute of Inter-American Affairs is conducting in cooperation with Governments of the American Republics, which fact has provided our respective Governments an opportunity to review the said cooperative health and sanitation program in Chile, the purposes of which are to further the general welfare of our peoples and to strengthen still further the bonds of friendship and understanding between them. Accordingly, Your Excellency has been authorized to propose the continuation

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

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

tinuación del programa por un período de cinco años a contar desde el 1º de Julio de 1950, hasta el 30 de Junio de 1955, sujeto, sin embargo, a la disponibilidad de las sumas acordadas por el Congreso de los Estados Unidos para ser empleadas por nuestros respectivos Gobiernos durante el período que comienza el 1º de Julio de 1951 hasta el 30 de Junio de 1955. Quedaría entendido, además, que durante el período que comienza el 1º de Julio de 1950 hasta el 30 de Junio de 1951, el Gobierno de Vuestra Excelencia contribuirá con 100.000 (cien mil dólares) al Departamento Cooperativo Interamericano de Obras de Salubridad, a condición de que mi Gobierno contribuya al Departamento con la suma de 18.000.000 (dieciocho millones de pesos) en moneda de la República de Chile. Por otra parte, durante el mismo período, el Gobierno de Estados Unidos pondría a disposición, fondos para ser administrados directamente por él para el pago de los sueldos y otros gastos de los miembros del Grupo de Salubridad y Sanidad en el terreno, que están destacados por el Instituto en Chile. Estos fondos son aparte de las sumas ya establecidas como contribución y puestas a disposición por las Partes para la continuación del programa. Los fondos con que contribuiría cada Gobierno para las futuras actividades que son materia de este acuerdo y que comenzarían el 1º de Julio de 1951 hasta el 30 de Junio de 1955, serían materia de un convenio subsecuente, siempre que el Congreso de Estados Unidos acordara sumas para este objeto y se pusieran a disposición para la continuación del programa.

of the program for a period of five years beginning July 1, 1950 to June 30, 1955, subject, however, to the availability of appropriations by the United States Congress for use by our respective Governments during the period beginning July 1, 1951 to June 30, 1955. It would be understood, further, that during the period beginning July 1, 1950 to June 30, 1951, Your Excellency's Government will make a contribution of 100,000 (one hundred thousand) dollars to the Departamento Cooperativo Interamericano de Obras de Salubridad, on the condition that my Government contributes to the Departamento the sum of 18,000,000 (eighteen million) pesos, in currency of the Republic of Chile. Furthermore, during the same period, the Government of the United States would make available funds to be administered directly by it for payment of salaries and other expenses of the members of the Health and Sanitation Field Party who are maintained by the Institute in Chile. These funds are in addition to the sums already required to be contributed and made available by the parties for the continuation of this program. The funds that each Government would contribute for the future activities which are covered by this agreement and which would begin July 1, 1951 to June 30, 1955, would be the subject of a subsequent agreement, provided the Congress of the United States appropriates funds for this purpose and makes them available for the continuation of the program.

En respuesta, tengo el honor de expresar a Vuestra Excelencia la conformidad de mi Gobierno con el plan propuesto, cuyos detalles pueden, en consecuencia, ser fijados de común acuerdo por los funcionarios del Servicio Nacional de Salubridad Pública de Chile y el Instituto de Asuntos Interamericanos, tomando como base de tales convenios el firmado entre las mismas partes en el año 1943.

Mi Gobierno considerará que la proposición de Vuestra Excelencia, contenida en la nota que contesto, y la presente respuesta, constituyen un Acuerdo entre ambos Gobiernos, el cual entrará en vigencia tan pronto como sea suscrito el Convenio entre el Director General de Sanidad y un Representante del Instituto de Asuntos Interamericanos.

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

H. WALKER LARRAÍN

Excelentísimo Señor
Claude G. Bowers
Embajador Extraordinario
y Plenipotenciario
de los Estados Unidos de América
Presente

In reply, I have the honor to inform Your Excellency of my Government's acceptance of the proposed plan, the details of which can consequently be worked out in mutual agreement by officials of the National Public Health Service of Chile and The Institute of Inter-American Affairs, taking as basis of such agreements the one signed by the same parties in 1943.

My Government will consider Your Excellency's proposal contained in the note hereby answered and the present reply as constituting an Agreement between the two Governments, which shall enter into force as soon as the Agreement is signed by the Director General of the Public Health Service and a representative of The Institute of Inter-American Affairs.

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

H. WALKER LARRAÍN

His Excellency
Claude G. Bowers
Ambassador Extraordinary
and Plenipotentiary
of the United States of America
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