

No. 2131. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND PARAGUAY EXTENDING THE PROGRAM OF CO-OPERATIVE EDUCATION IN PARAGUAY. ASUNCION, 11 DECEMBER 1947 AND 3, 10 AND 12 MARCH 1948

I

*The American Ambassador to the Paraguayan Minister of Foreign Affairs and
Worship*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 7

Asunción, December 11, 1947

Excellency :

I have the honor to refer to the agreement dated March 17, 1945,² entered into between the Republic of Paraguay and the Inter-American Educational Foundation, Inc., concerning the establishment of a cooperative education program in Paraguay. It will be recalled that my Government agreed to send a small staff of experts and technicians to Paraguay to cooperate with officials of the Paraguayan Government and, particularly, with the Minister of Public Education, in a specific program for the improvement of public education in Paraguay as set forth in the Agreement to which reference has been made. That program included, among other things, the establishment within the Ministry of Public Education of the Servicio Cooperativo Interamericano de Educación, through which the cooperative program has been administered.

In accordance with recent legislation passed by the Congress of the United States of America, all of the property, assets, functions, personnel, liabilities and restrictions of the Inter-American Educational Foundation, Inc., have been transferred to and assumed by The Institute of Inter-American Affairs, a corporate instrumentality of the United States created by such legislative action.

I now have been informed by the Department of State in Washington that additional funds amounting to \$22,000 U. S. Cy. have been made available by the Institute of Inter-American Affairs for the continuation of the joint education program in Paraguay to be expended over a period to be mutually agreed upon by the appropriate officials of the Paraguayan Government and a representative of The Institute of Inter-American Affairs. It has been suggested that the extension

¹ Came into force on 12 March 1948, by the exchange of the said notes.

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

of the program cover the period from the expiration date of the present agreement, which is March 16, 1948, through June 30, 1948. It is proposed that the entire additional contribution of \$22,000 U. S. Cy. to be made available by the Institute in connection with the continuation of the program shall be retained by the Institute for payment directly or on account of salaries and other expenses of members of the Institute field staff who are maintained by the Institute in Paraguay. It is also understood that your Government would contribute to the Servicio for expenditure by that entity not less than the equivalent in Guarani of \$22,000 U. S. Cy., computed at the best rate of exchange which the Bank of Paraguay concedes, which amount would be in addition to amounts already required under the present agreement to be contributed to the program by your Government.

If Your Excellency agrees that the proposed agreement, as outlined above, 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 program may be worked out by the Ministry of Education and The Institute of Inter-American Affairs.

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

Fletcher WARREN

His Excellency Doctor César A. Vasconellos
Minister of Foreign Relations and Worship
Asunción

II

The Paraguayan Minister of Foreign Affairs and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION¹]

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

D. P. y D.-
No. 287.-

D. P. y D.
No. 287.

Asunción, 3 de marzo de 1948

Asunción, March 3, 1948

Señor Embajador :

Mr. Ambassador :

Tengo el agrado de dirigirme a
Vuestra Excelencia, haciendo referencia
a su nota nº 7 de fecha 11 de diciembre

I have the honor to address Your
Excellency with reference to your note
No. 7 of December 11, 1947, on the

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

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

de 1947, sobre establecimiento de un programa cooperativo de educación en el Paraguay.

En contestación, cábeme expresar a Vuestra Excelencia, que el Ministerio de Educación se ha dirigido a esta Cancillería, aceptando el acuerdo proyectado en la nota de referencia.

Aprovecho la oportunidad para saludar a Vuestra Excelencia con mi consideración distinguida.

CÉSAR A.

A Su Excelencia
El Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Hon. Fletcher Warren
Presente

establishment of a cooperative program of education in Paraguay.

In reply, I am to inform Your Excellency that the Ministry of Education has been in communication with this Ministry, and has accepted the agreement outlined in the note in reference.

I avail myself of this opportunity to present to Your Excellency the assurances of my distinguished consideration.

CÉSAR A.

His Excellency
Fletcher Warren
Ambassador Extraordinary and Plenipotentiary of the United States of America
Asunción

EXTENSION AGREEMENT

The Republic of Paraguay (hereinafter referred to as the "Republic") represented by the Minister of Education (hereinafter referred to as the "Minister") of the Republic and the Institute of Inter-American Affairs (hereinafter referred to as the "Institute"), a corporate instrumentality of the Government of the United States of America and successor to the Inter-American Educational Foundation, Inc. (hereinafter referred to as the "Foundation"), represented by its Special Representative, Education Division, Mr. Frank E. Gilpin (hereinafter referred to as the "Special Representative"), have agreed to extend and modify, in the manner hereinafter set forth, the agreement executed by the Republic and the Foundation on March 17, 1945, providing for a cooperative education program in Paraguay (which agreement as approved by Decree Law No. 8,635, of May 10, 1945, is hereinafter referred to as the "Basic Agreement").

Clause I

The cooperative education program in Paraguay hereby is extended for an additional period of approximately three and one-half months from the seventeenth day of March, 1948 through the thirtieth day of June, 1948.

Clause II

The objective of the cooperative education program in Paraguay shall continue to be, primarily, to assist in the development of vocational education within Paraguay, and to train personnel and to develop or acquire materials for that purpose and, secondarily, to develop such other projects in the field of education as may be of mutual interest to the Minister and the Special Representative of the Institute. The cooperative educational program is expected to continue to include :

- (a) Furnishing by the Institute of a small field staff of educational specialists for service in Paraguay in carrying out the cooperative educational program and to interchange ideas and experience with Paraguayan educators ;
- (b) Grants to permit Paraguayan educators to go to the United States of America for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators ;
- (c) Exploration and survey in Paraguay of local educational needs and resources for carrying out training projects ;
- (d) Development, adaptation, and exchange of suitable teaching materials.

Clause III

The Republic recognizes the Institute as a corporate instrumentality of the Government of the United States of America and that the field staff in Paraguay constitutes a division or office of the Institute. The field staff of the Institute shall continue to be under the direction of an official of the Institute who shall have the title of "Special Representative, Education Division, The Institute of Inter-American Affairs" who

shall be the representative of the Institute in connection with the program to be carried out in accordance with this Extension Agreement. The Special Representative and other members of the field staff of the Institute shall be acceptable to the Minister.

Clause IV

The special technical service created in the Ministry of Education of the Republic, pursuant to the Basic Agreement, under the name of "Servicio Cooperativo Interamericano de Educación" (hereinafter called the "Servicio") shall continue to act as an intermediary between the Government of Paraguay and the Institute, and shall continue to carry out the cooperative education program. The Special Representative of the Institute shall continue to be the Director of the Servicio.

Clause V

The cooperative education program shall continue to consist of individual projects. The kind of work and the specific projects to be undertaken in the execution of this Extension Agreement and the allocation of funds therefor shall be agreed upon in writing by the Minister and the Special Representative, and shall be carried out by the Director of the Servicio in conformity with policies prescribed jointly by the Minister and the Special Representative. The Paraguayan educators to be sent to the United States and the terms of their scholarships or grants shall be mutually agreed upon in writing by the Minister and the Special Representative.

Clause VI

The Institute shall determine and pay the salaries and other expenses payable directly to or on account of members of the Institute field staff, as well as such other expenses of any administrative nature as the Institute may incur in connection with the development of the program, in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000) U.S. Cy which shall be in addition to the One Hundred Thousand Dollars (\$100,000) U.S. Cy allocated for such purpose in Paragraph (a) of Clause VII of the Basic Agreement and the additional Twenty Thousand Dollars (\$20,000) U.S. Cy not required by the Basic Agreement but made available, nevertheless, by the Foundation on May 17, 1946, for such salaries and other expenses. The said additional Twenty-Two Thousand Dollars (\$22,000) U.S. Cy shall be retained in the United States by the Institute, making a total of One Hundred Forty-Two Thousand Dollars (\$142,000) U.S. Cy which has been allocated by the Foundation and the Institute for such purposes and shall be in addition to the Seventy Thousand Dollars (\$70,000) U.S. Cy which the Foundation agreed to deposit to the account of the Servicio pursuant to paragraph (b) of said Clause VII of the Basic Agreement, making a total aggregate amount of Two Hundred Twelve Thousand Dollars (\$212,000) U.S. Cy allocated by the Foundation and the Institute for the cooperative education program in Paraguay.

The Republic shall deposit in a special bank account, in a Paraguayan bank mutually agreed upon by the Minister and the Special Representative of the Institute, to the account of the Servicio, the equivalent in Guaranes of the sum of Twenty-Two Thousand Dollars (\$22,000) U.S. Cy converted at the best rate of exchange which the Bank of Paraguay concedes. The deposit required to be made by the Republic hereby shall be deposited during the month of March 1948, and the said deposit shall be in addition to

the Republic's regular budget for education and in addition to the total amount specified in Clause VIII of the Basic Agreement to be deposited by the Republic to the account of the Servicio.

The deposits required by the Basic Agreement and by the preceding paragraph of this Extension Agreement to be made by the parties to such agreements shall be made as specified therein, provided that the dates of such payments may be accelerated or otherwise modified at any time by mutual written agreement of the Minister and the Special Representative. In the event, however, that any of the payments required to be made under the terms of the Basic Agreement or this Extension Agreement are made by either party and not matched by the other party within thirty (30) days of the corresponding due date of the payment required to be made by the other party the funds so deposited shall be forthwith returned to the contributor.

Clause VII

All of the funds introduced into Paraguay by the Institute or the Foundation for the purpose of the cooperative education program shall be exempt from taxes, service charges, investment or deposit requirements and other currency controls and shall be converted into Guaranies at the best rate of exchange which the Bank of Paraguay concedes. Similarly where it is necessary to convert Guaranies into Dollars in connection with the cooperative education program in Paraguay including, but not limited to, the financing of grants or other expenditures in the United States of America, the Guaranies shall be converted into Dollars at the best rate of exchange which the Bank of Paraguay concedes and shall be exempt from Paraguayan taxes, service charges, investment or deposit requirements, and other currency controls.

Clause VIII

Any funds heretofore withheld by the Foundation pursuant to agreements between the Minister and the Special Representative of the Foundation for the purchase of materials and supplies and other disbursements in the United States of America relating to the execution of the cooperative educational program in Paraguay and not expended or obligated therefor shall be deposited in the Servicio bank account at any time upon the mutual agreement of the Minister and the Special Representative.

Clause IX

All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Minister and the Director of the Servicio. Personnel to be paid out of program funds deposited in Paraguay to the account of the Servicio shall be selected by the Director of the Servicio subject to the approval of the Minister. The general policies and procedures for the execution of the Program and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property and any other administrative matters, shall be determined or established by mutual agreement between the Minister and the Special Representative. Disbursements from the Servicio bank account shall be made by the Director of the Servicio, or his delegate but, if desired by the Minister, such disbursements shall also bear the countersignature of the Minister

or his delegate. The books and records of the Servicio relating to the said cooperative educational program in Paraguay shall be open at all times for inspection by the representatives of the Republic and of the Institute, and the Director of the Servicio shall render financial reports to the Republic and to the Institute at such intervals as may be agreed upon between the Minister and the Special Representative.

Clause X

The Institute shall continue to use its best efforts to obtain such assistance and cooperation of other agencies, both public and private, in the United States of America, as may be appropriate for the execution of the said cooperative education program in Paraguay. The Republic in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the field staff of the Institute; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program, and (c) lend the general assistance thereto of the other Departments of the Republic.

Clause XI

The funds payable by the Institute under the Basic Agreement or this Extension Agreement, or paid by the parties hereto into the said Servicio bank account, shall continue to be available for the said cooperative education program during the existence of this Extension Agreement, without regard to annual periods or fiscal years of either of the parties.

Interest, if any, on funds of the Servicio, and income, if any upon investments of the Servicio, and any increment of assets of the Servicio of whatever nature or source shall be added to the resources of the Servicio and shall not be credited against the contributions of the Republic, the Foundation or the Institute.

The Minister and the Special Representative shall determine by mutual agreement the disposition of any unobligated funds and of any other personal property remaining in the control of the Servicio upon the termination of this Extension Agreement.

Clause XII

In the event that the Institute deems that the funds or any portion thereof which it has set aside for the payment of salaries or other expenses directly payable to, or on account of, members of the field staff, as provided in Clause VI hereof, will be more than is needed for that purpose, or for any other purpose of the Institute, the Institute will thereupon advise the Republic of the surplus which it can accordingly make available for projects under the program and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this Agreement.

Clause XIII

All employees of the Institute who are citizens of the United States of America and are engaged in carrying out the objectives of the cooperative education program shall be exempt in Paraguay from all income taxes and social security taxes with respect to

income on 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 members of their families who reside with them in Paraguay shall be exempt, also, from payment of custom, port charges, or other duties on their personal effects and equipment, and supplies imported or exported for their own use and from investment and deposit requirements and from costs of foreign exchange conversions on funds brought into Paraguay for their normal living expenses.

Clause XIV

All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example only, and not exclusively, free postal, telegraph and telephone service, special government rates made by transportation companies and, also freedom and immunity from excise, stamp, property income and all other taxes, as well as from consular charges and customs duties and port charges upon imports for the use of the Servicio in the cooperative education program. The Institute shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative education program.

Clause XV

All materials, equipment and supplies purchased with funds of the Servicio shall become and remain the property of the Republic and shall be devoted solely to the cooperative education program in Paraguay.

Clause XVI

Any rights, powers or duties conferred by this Extension Agreement upon either the Minister, the Special Representative, or the Director of the Servicio, may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Minister and the Special Representative shall have the right to refer any matter directly to one another for discussion and decision.

Clause XVII

The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

Clause XVIII

This Extension Agreement supersedes the Basic Agreement in all respects whatsoever and shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged between the Ministry of Foreign Affairs of the Government of Paraguay and the Embassy of the United States of America to Paraguay.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, in the city of Asunción, Paraguay, on this 8th day of March 1948.

For the Government
of Paraguay :
(Signed) Dr. Mario FERRARIO
Minister of Education

For the Institute
of Inter-American Affairs :
(Signed) Frank E. GILPIN
Special Representative

III

*The American Ambassador to the Paraguayan Minister of Foreign Relations and
Worship*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 26

Asunción, March 10, 1948

Excellency :

I have the honor to refer to Your Excellency's note no. 287 dated March 3, 1948 in which Your Excellency informs me that the Ministry of Education accepted the agreement presented in this Embassy's note no. 7 of December 11, 1947, covering the establishment of a cooperative program of education in Paraguay.

The extension agreement referred to above was signed on March 8, 1948, by the Minister of Education and the Special Representative for the Institute of Inter-American Affairs, Education Division, authorizing the extension of the cooperative education program in Paraguay from March 17, 1948 through June 30, 1948.

Article XVIII of this instrument provides that it shall become effective as soon as diplomatic notes confirming and accepting this extension agreement have been exchanged between the Ministry of Foreign Relations and Worship of the Government of Paraguay and the Embassy of the United States of America in Paraguay. This Embassy, therefore, hereby confirms and accepts this extension agreement and respectfully requests that Your Excellency's Government confirm and accept it, by means of an appropriate note in accordance with the above-mentioned Article, on or before March 16, 1948, at which time the existing agreement becomes invalid.

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

Fletcher WARREN
American Ambassador

His Excellency Doctor Don César A. Vasconcellos
Minister of Foreign Relations and Worship
Asunción

IV

*The Paraguayan Under-Secretary of State for Foreign Relations and Worship
to the American Ambassador*

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]MINISTERIO DE RELACIONES EXTERIORES
Y CULTOMINISTRY OF FOREIGN RELATIONS
AND WORSHIPD. P. y D.-
No. 332.-D. P. y D.-
No. 332.-

Asunción, 12 de Marzo de 1948

Asunción, March 12, 1948

Señor Embajador :

Mr. Ambassador :

Tengo el agrado de dirigirme a
Vuestra Excelencia, acusando recibo de
la nota N° 26, de fecha 9 de Marzo en
curso, en la que confirma y acepta la
extensión del acuerdo sobre el estable-
cimiento de un programa cooperativo
de educación en el Paraguay.

I have the honor to address Your
Excellency to acknowledge receipt of
note No. 26 of March 9,³ in which you
confirm and accept the extension of
the agreement on the establishment
of a cooperative program of education
in Paraguay.

Al respecto, me es grato comunicar a
Vuestra Excelencia, que mi Gobierno
acepta y confirma el acuerdo de exten-
sión de acuerdo al artículo mencionado
en la referida nota.

In this regard, I have the pleasure
of informing Your Excellency that my
Government accepts and confirms the
extension agreement in accordance with
the article mentioned in the note in
question.

Aprovecho la oportunidad para rei-
terar a Vuestra Excelencia el testimonio
de mi más alta consideración.

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

*(Illegible)**(Illegible)*³Sub-Secretario de Estado
de Relaciones Exteriores y CultoUnder-Secretary of State
for Foreign Relations and WorshipA Su Excelencia
El Embajador Extraordinario y Pleni-
potenciario de los Estados Unidos de
AméricaHis Excellency
Fletcher Warren
Ambassador Extraordinary and Pleni-
potentiary of the United States of
AmericaHon. Fletcher Warren
Presente

Asunción

¹ Translation by the Government of the United States of America.² Traduction du Gouvernement des États-Unis d'Amérique.³ The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 1815*, p. 19, footnotes 1 and 2) : "The correct date is Mar. 10", and : "Signature illegible. Augusto Saaldivar was, however, Under-Secretary of State for Foreign Relations and Worship on Mar. 12, 1948."

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PARAGUAY EXTENDING FOR ONE YEAR THE PRO-
GRAM OF CO-OPERATIVE EDUCATION IN PARAGUAY.
ASUNCION, 30 JUNE 1948

I

*The American Ambassador to the Paraguayan Minister of Foreign Relations and
Worship*

No. 60

Asunción, June 30, 1948

Excellency :

I have the honor to refer to the Basic Agreement between the Republic of Paraguay and The Institute of Inter-American Affairs dated March 8, 1948,² which provided for the continuation of the cooperative education program in Paraguay therefore undertaken by the Government of Paraguay and the Inter-American Educational Foundation, Inc., the predecessor of The Institute of Inter-American Affairs. I also refer to the telegram dated June 14, 1948 from His Excellency the Provisional President of Paraguay, Dr. Juan Manuel Frutos, to President Harry S. Truman, suggesting the consideration by our respective Governments of a further extension of that Basic Agreement.

As Your Excellency knows, the agreement of March 8, 1948, provides that the cooperative education program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Paraguay that an extension of such program would be desirable. 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 for a period of one year, from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of \$26,224 U. S. Cy. to the Servicio Cooperativo Interamericano de Educación for use in carrying out project activities of the program on condition that your Government would contribute to the Servicio for the same purpose the sum of \$220,680. The Institute would also be willing during the same extension period to make available an amount not exceeding \$61,557 U. S. Cy. to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Education Division

¹ Came into force on 2 August 1948 and became operative retroactively from 30 June 1948, in accordance with the terms of the said notes.

² See p. 36 of this volume.

Field Staff, who are maintained by the Institute in Paraguay. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension 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 Education 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 will come into force on the date of signature of an agreement by the Minister of Education of Paraguay and by a representative of the Institute of Inter-American Affairs embodying the above mentioned technical details.

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

Fletcher WARREN
American Ambassador

His Excellency Víctor Morínigo
Minister of Foreign Relations and Worship
Asunción

II

The Paraguayan Minister of Foreign Relations and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

D. P. y D.-
No. 667.-

D. P. y D.-
No. 667.-

Asunción, 30 de Junio de 1948

Asunción, June 30, 1948

Señor Embajador :

Mr. Ambassador :

Tengo el honor de dirigirme a Vuestra Excelencia, acusando recibo de la nota No 60, fechada el día de hoy, en la que al hacer referencia al Acuerdo Básico

I have the honor to address Your Excellency in order to acknowledge receipt of Note No. 60, of this date, in which, with reference to the Basic

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

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

celebrado entre la República del Paraguay y el Instituto de Asuntos Interamericanos fechado el 8 de Marzo de 1948, en el cual se dispuso la continuación del programa de educación en el Paraguay y la Fundación Interamericana de Educación, Inc., predecesora del Instituto de Asuntos Interamericanos y al telegrama fechado el 14 de Junio de 1948 de Su Excelencia, el Presidente Provisional del Paraguay, Dr. Juan Manuel Frutos, al Presidente Harry S. Truman, sugiriendo la deliberación por nuestros Gobiernos respectivos de una prórroga adicional de ese Acuerdo Básico, Vuestra Excelencia expresa que considerando los beneficios mutuos que ambos gobiernos obtienen del programa, su Gobierno acuerda con el Gobierno del Paraguay que una prórroga de tal programa sería deseable.

Al respecto, me es grato llevar a conocimiento de Vuestra Excelencia que transmitida la citada nota al Ministerio de Educación, esa Secretaría de Estado ha comunicado a esta Cancillería, que está conforme en prorrogar el citado Acuerdo Básico.

Aprovecho la oportunidad para saludar a Vuestra Excelencia con mi consideración distinguida.

Víctor MORÍNIGO

A Su Excelencia
El Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Honor. Fletcher Warren
Presente

Agreement concluded between the Republic of Paraguay and the Institute of Inter-American Affairs, dated March 8, 1948, in which Agreement provisions were made for the continuation of the educational program in Paraguay and the Inter-American Educational Foundation, Inc., the predecessor of the Institute of Inter-American Affairs, and in referring to the telegram, dated June 14, 1948, from His Excellency Juan Manuel Frutos, Provisional President of Paraguay, to President Harry S. Truman, suggesting the consideration by our respective Governments of an additional extension of that Basic Agreement, Your Excellency states that, in view of the mutual benefits which both Governments are obtaining from that program, your Government agrees with the Government of Paraguay that an extension of that program would be desirable.

With reference thereto, I take pleasure in informing Your Excellency that when the above-mentioned note had been transmitted to the Ministry of Education, that Ministry informed this Chancelry that it is agreeable to an extension of the above-mentioned Basic Agreement.

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

Víctor MORÍNIGO

His Excellency
Fletcher Warren
Ambassador Extraordinary and Plenipotentiary of the United States of America
City

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PARAGUAY EXTENDING FOR ONE YEAR THE PRO-
GRAM OF CO-OPERATIVE EDUCATION IN PARAGUAY.
ASUNCION, 26 JULY AND 30 AUGUST 1949

I

*The American Ambassador to the Paraguayan Minister of Foreign Relations and
Worship*

No. 106

Asunción, July 26, 1949

Excellency :

I have the honor to refer to the Basic Agreement, as amended, entered into in March 1945² between the Republic of Paraguay and the predecessor of the Institute of Inter-American Affairs, providing for the existing cooperative education program in Paraguay. I also refer to Your Excellency's note D. P. y D. number 852 of July 22, 1949³ suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Paraguay that an extension of the program beyond its present termination date of June 30, 1949 would be desirable. Accordingly, 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 program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$25,000, in the currency of the United States, to the Servicio Cooperativo Interamericano de Educación, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of Guaraníes 212,075.85. The Institute would also be willing during the same extension period to make available funds to be administered by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Education Division field staff who are maintained by the Institute in Paraguay. The amounts referred to would be in addition

¹ Came into force on 1 September 1949 and became operative retroactively from 30 June 1949, in accordance with the terms of the said notes.

² The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 1991*, p. 1, footnote 1): "Not printed. This agreement was amended and superseded by the agreement signed Mar. 8, 1948." (See p. 36 of this volume.)

³ Not printed by the Department of State of the United States of America.

to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

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 Minister of Education and a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis 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 of the extension may be worked out by the officials of the Ministry of Education, and 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.

Fletcher WARREN
American Ambassador

His Excellency Bernardo Ocampos
Minister of Foreign Relations and Worship
Asunción

II

The Paraguayan Minister of Foreign Relations and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

D. P. y D.-
No. 1004.-

D. P. y D.-
No. 1004.

Asunción, 30 de agosto de 1949

Asunción, August 30, 1949

Señor Embajador :

Mr. Ambassador :

Con referencia a la nota N° 106, de fecha 26 de Julio del corriente año de esa representación diplomática, me es grato dirigirme a Vuestra Excelencia, para transcribirle la comunicación recibida del Ministerio de Educación, que dice así :

With reference to your Embassy's note No. 106, dated July 26 of this year, I have the honor to address Your Excellency in order to transcribe for you a communication received from the Ministry of Education, reading as follows :

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

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

“Asunción, 23 de agosto de 1949. — N° 214. — Señor Ministro : Tengo el agrado de dirigirme a V. E., en contestación a su nota D. P. y D. N° 869 de fecha 29 de Julio ppdo., para expresarle la conformidad de este Ministerio con las condiciones estipuladas en la nota N° 106 de fecha 26 de Julio de 1949, de la Embajada Americana con respecto a la prórroga del Convenio suscrito entre el Ministerio de Educación y el Instituto de Asuntos Interamericanos, División de Educación. — Aprovecho la oportunidad para saludar a V. E. con mi mejor consideración. — *Firmado*: J. Eulogio Estigarribia—Ministro. — A S. E. el Sr. Ministro de Relaciones Exteriores y Culto, Dr. Bernardo Ocampos. — E. S. D.”

Aprovecho la oportunidad para saludar a Vuestra Excelencia con mi consideración distinguida.

B. OCAMPOS

A Su Excelencia
El Señor Fletcher Warren
Embajador Extraordinario y Plenipotenciario de los EE. UU. de América
Presente

“Asunción, August 23, 1949. No. 214. Mr. Minister : I have the pleasure of addressing Your Excellency in reply to your note D. P. y D. No. 869 of July 29 last, in order to inform you of this Ministry's acceptance of the conditions set forth in the American Embassy's note No. 106 of July 26, 1949, with respect to the extension of the Agreement concluded between the Ministry of Education and the Institute of Inter-American Affairs, Division of Education. I avail myself of this opportunity to assure Your Excellency of my highest consideration. *Signed*: J. Eulogio Estigarribia, Minister. To His Excellency Dr. Bernardo Ocampos, Minister of Foreign Affairs and Worship. E. S. D.”

I take this opportunity to express to Your Excellency the assurances of my distinguished consideration.

B. OCAMPOS

His Excellency
Fletcher Warren
Ambassador Extraordinary and Plenipotentiary of the United States of America
City

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
PARAGUAY EXTENDING FOR FIVE YEARS THE CO-
OPERATIVE PROGRAM OF EDUCATION IN PARAGUAY.
ASUNCION, 18 SEPTEMBER AND 11 NOVEMBER 1950

I

*The American Chargé d'Affaires ad interim to the Paraguayan Minister for
Foreign Relations and Worship*

No. 12

Asunción, September 18, 1950

Excellency :

I have the honor to refer again to Your Excellency's note No. 1324 of November 4, 1949,² suggesting the consideration by our respective Governments of an extension of the cooperative program of education in Paraguay in which The Institute of Inter-American Affairs and Your Excellency's 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 programs which The Institute of Inter-American Affairs is conducting in co-operation with governments of the American Republics, has provided Your Excellency's Government and mine with a suitable occasion for a review of the cooperative education program in Paraguay in order to consider again its purposes and to evaluate its achievements. As Your Excellency knows, the purposes of the cooperative education program in which our respective 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 Your Excellency's to note the progress in the field of industrial education, including auto mechanics, blacksmithing, carpentry, plumbing, leatherwork, weaving, electricity and radio, which is resulting from this cooperative program.

Considering, therefore, the mutual benefits which our respective Governments are deriving from this program, my Government agrees with the Government of Paraguay that an extension of the program beyond its present termination date

¹ Came into force on 22 November 1950 and became operative retroactively from 30 June 1950, in accordance with the terms of the said notes.

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

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, from June 30, 1950 through June 30, 1955, subject, however, to the availability of appropriations for use by our respective Governments for this purpose during the period from June 30, 1951 through June 30, 1955.

It is understood that, during the period from June 30, 1950 through June 30, 1951, my Government will make a contribution of \$40,000 in the currency of the United States of America, to the Servicio Cooperativo Interamericano de Educación for use in carrying out project activities of the program, on the condition that Your Excellency's Government will contribute to the Servicio for the same purposes the sum of Ø519,350 in the currency of the Republic of Paraguay. My Government will also, during the same period, make available funds, not exceeding the sum of \$97,000 to be administered directly by it for payment of salaries and other expenses of the members of the Education Field Staff who are maintained by it in Paraguay 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 from June 30, 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 Excellency's 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 of the extension may be worked out by officials of the Ministry of Education and The Institute of Inter-American Affairs.

The Government of the United States of America will consider the present note and Your Excellency's 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 Minister of Education of Paraguay 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.

Archibald R. RANDOLPH
Chargé d'Affaires ad interim

His Excellency Doctor Bernardo Ocampos
Minister for Foreign Relations and Worship
Asunción, Paraguay

II

*The Paraguayan Minister for Foreign Relations and Worship to the American
Chargé d'Affaires ad interim*

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

D. P. y D.-
No. 1198.-

D. P. y D.-
No. 1198.-

Asunción, 11 de Noviembre de 1950

Asunción, November 11, 1950

Señor Encargado de Negocios :

Mr. Chargé d'Affaires :

Tengo el agrado de dirigirme a Vuestra Señoría a fin de acusar recibo de su nota N° 12, de fecha 18 de Setiembre próximo pasado, en la que tuvo a bien poner a conocimiento de esta Cancillería las condiciones bajo las cuales su Gobierno estaría conforme en prorrogar el Servicio Cooperativo Educacional del Instituto de Asuntos Interamericanos que funciona en nuestro país.

I have the honor to acknowledge receipt of your note No. 12, dated September 18 last, in which you were good enough to inform this Ministry of the conditions under which your Government would be willing to extend the Cooperative Educational Service of the Institute of Inter-American Affairs which is operating in our country.

En respuesta, cábeme expresar a Vuestra Señoría que su oficio en referencia fué, oportunamente, puesto a conocimiento del Ministerio de Educación y que esta Secretaría de Estado ha contestado dando su aprobación para dicha prórroga en las condiciones transmitidas por Vuestra Señoría en su nota que contesto.

In reply I am pleased to inform you that your communication under reference was brought to the knowledge of the Ministry of Education and that this Ministry of State has answered, giving its approval to the aforesaid extension under the conditions set forth by you in your note to which I am replying.

De acuerdo a lo convenido por mi Gobierno con el de Vuestra Señoría, esta comunicación debe ser considerada como un acuerdo formal entre los mismos.

In accordance with what was agreed upon by your Government and mine, this communication is to be considered as a formal agreement between the two Governments.

Por lo tanto, el Ministerio de Educación de la Nación queda suficientemente facultado a suscribir un convenio con

Therefore, the National Ministry of Education has been adequately empowered to sign an agreement with

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
PARAGUAY RELATING TO ADDITIONAL FINANCIAL
CONTRIBUTIONS TO THE CO-OPERATIVE PROGRAM
OF EDUCATION IN PARAGUAY. ASUNCION, 10 SEP-
TEMBER AND 29 NOVEMBER 1951

I

*The American Ambassador to the Paraguayan Minister of Foreign Relations and
Worship*

AMERICAN EMBASSY

No. 28

Asunción, September 10, 1951

Excellency :

I have the honor to refer to the agreement effected by the exchange of notes of September 18, 1950, and November 11, 1950,² between our two Governments providing for the continuation of the cooperative education program in Paraguay until June 30, 1955, and specifying the contributions to be made by our respective Governments to the Servicio Cooperativo Interamericano de Educación (hereinafter called "Servicio") for the one year 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 \$3,333 to the Servicio each month during the six-month period ending December 31, 1951, on the condition that your Government will contribute 48,750 *guaraníes* 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 Basic Agreement, as amended, concluded by the Republic of Paraguay and The Institute of Inter-American Affairs on March 17, 1945³.

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

¹ Came into force on 29 November 1951, by the exchange of the said notes.

² See p. 56 of this volume.

³ Not printed by the Department of State of the United States of America.

los funcionarios del Instituto de Asuntos Interamericanos que comprenda los detalles técnicos de la prórroga.

Aprovecho la oportunidad para saludar a Vuestra Señoría con mi más distinguida consideración.

B. OCAMPOS

[SELLO]

A Su Señoría
El Señor Archibald R. Randolph
Encargado de Negocios a-i
de los Estados Unidos de América
Presente

officials of the Institute of Inter-American Affairs covering the technical details of the extension.

I avail myself of this occasion to assure you of my most distinguished consideration.

B. OCAMPOS

[SEAL]

Mr. Archibald R. Randolph
Chargé d'Affaires ad interim
of the United States of America
City

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.

Accept, Excellency, the renewed assurances of my highest consideration.

Howard H. TEWKSBURY

His Excellency Dr. Bernardo Ocampos
Minister of Foreign Relations and Worship
Asunción

II

The Paraguayan Acting Minister of Foreign Relations and Worship to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

D. P. y D.-
No. 1222.-

D. P. y D.-
No. 1222.-

Asunción, 29 de Noviembre de 1951

Asunción, November 29, 1951

Señor Embajador :

Mr. Ambassador :

Tengo a honra dirigirme a Vuestra Excelencia con referencia a su nota N° 28, del 10 de Setiembre último, relativa al Convenio formalizado entre nuestros respectivos Gobiernos sobre el Programa Cooperativo de Educación en el Paraguay y en la que, cumpliendo instrucciones de su Gobierno, formula proposiciones para la continuación de las actividades del Servicio Cooperativo Interamericano de Educación, en el sentido de contribuir el Gobierno de los Estados Unidos de América con U\$S.3.333 (tres mil trescientos treinta y tres dólares) mensuales para dicho

I have the honor to address Your Excellency with reference to your note No. 28 of September 10 last, relating to the Agreement concluded between our respective Governments on the Cooperative Education Program in Paraguay, wherein, in compliance with instructions from your Government, you formulate proposals for the continuation of the activities of the Servicio Cooperativo Interamericano de Educación, to the effect that the Government of the United States of America will contribute three thousand three hundred and thirty-three dollars (US \$3,333.00)

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

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

servicio, por un período de seis meses que finalizará el 31 de Diciembre de 1951, con la condición de que el Gobierno del Paraguay aporte Qs. 48.750 (cuarenta y ocho mil setecientos cincuenta) mensuales durante el mismo período de tiempo.

En respuesta, cúpleme transcribir a Vuestra Excelencia la nota N° 268, de fecha 22 de los corrientes, en la que el Ministerio de Educación expresa su aceptación, cuyo texto reza así :

"Asunción, 22 de noviembre de 1951. — N° 268. — Señor Ministro : Con referencia a la nota D. P. y D. N° 1043 de esa Cancillería, tengo el agrado de dirigirme a V. E., con ruego de que se sirva informar a la Embajada de los Estados Unidos de Norteamérica que este Ministerio acepta la propuesta contribuir con la suma de Q. 48.750.— mensuales, por el período de seis meses que finalizará el 31 de diciembre de 1951, debiendo aportar los Estados Unidos, por intermedio del Instituto de Asuntos Interamericanos la suma de U\$S. 3.333. — para el Servicio durante el mismo período. — Aprovecho esta oportunidad para saludar a V. E. con mi mejor consideración. — *Firmado:* Víctor Boettner, Ministro. A S. E. el Sr. Ministro int. de Relaciones Exteriores y Culto, Dr. Angel Florentín Peña. E. S. D".

Asimismo, cúpleme manifestar a Vuestra Excelencia que el Gobierno del Paraguay considera este intercambio de notas con esa Embajada como un Convenio sobre esta materia entre nuestros respectivos países.

Válgome complacido de esta oportunidad para saludar a Vuestra Excelencia

each month to the Servicio for a period of six months ending on December 31, 1951, on the condition that the Government of Paraguay will contribute forty-eight thousand seven hundred and fifty (48,750) *guarantes* each month during the same period.

In reply, I am to quote to Your Excellency note N°. 268, dated the 22d of the current month, in which the Ministry of Education states its acceptance, the text of which reads as follows :

"Asunción, November 22, 1951.— No. 268.—Mr. Minister: With reference to your Ministry's note D. P. y D. No. 1043, I take pleasure in requesting Your Excellency to be good enough to inform the Embassy of the United States of America that this Ministry accepts the proposal to contribute the sum of 48,750 *guarantes* each month for the six-month period ending on December 31, 1951, while the United States is to contribute, through The Institute of Inter-American Affairs, the sum of U. S. \$3,333.00 to the Servicio during the same period.—I avail myself of this opportunity to extend to Your Excellency the assurances of my high consideration.—*Signed:* Víctor Boettner, Minister. To His Excellency Dr. Angel Florentín Peña, Acting Minister of Foreign Relations and Worship, His Office."

Likewise, I am to inform Your Excellency that the Government of Paraguay considers this exchange of notes with your Embassy an Agreement on this matter between our respective countries.

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

con mi más distinguida consideración.

Ang. Florentín PEÑA
[SELLO]

A Su Excelencia
El Señor Don Howard H. Tewksbury
Embajador Extraordinario y Plenipo-
tenciario de los Estados Unidos de
América
Presente

lency the assurances of my most
distinguished consideration.

Ang. Florentín PEÑA
[SEAL]

His Excellency
Howard H. Tewksbury
Ambassador Extraordinary and Pleni-
potentiary of the United States of
America
City