

**UNITED STATES OF AMERICA
and
VENEZUELA**

Exchange of notes constituting an agreement extending until 30 June 1948 the co-operative program of health and sanitation in Venezuela. Caracas, 30 June 1947

Exchange of notes constituting an agreement extending for one year the co-operative program of health and sanitation in Venezuela. Caracas, 4 and 9 March 1949

Exchange of notes constituting an agreement extending for one year the co-operative program of health and sanitation in Venezuela. Caracas, 7 and 30 September 1949

Exchange of notes constituting an agreement extending for five years the co-operative program of health and sanitation in Venezuela. Caracas, 6 and 15 March 1951

Exchange of notes constituting an agreement regarding additional financial contributions for the co-operative program of health and sanitation in Venezuela. Caracas, 24 September and 30 October 1951

Official texts: English and Spanish.

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

No. 2190. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND VENEZUELA EXTENDING UNTIL 30 JUNE 1948 THE CO-OPERATIVE PROGRAM OF HEALTH AND SANITATION IN VENEZUELA. CARACAS, 30 JUNE 1947

I

The Venezuelan Minister of Foreign Relations to the American Chargé d'Affaires ad interim

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION² — TRADUCTION³]

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCIÓN DE POLÍTICA INTERNACIONAL
SECCIÓN DE RELACIONES INTERAMERICANAS

UNITED STATES OF VENEZUELA
MINISTRY FOR FOREIGN AFFAIRS
OFFICE OF INTERNATIONAL POLICY
INTER-AMERICAN AFFAIRS SECTION

Caracas, 30 de junio de 1947

Caracas, June 30, 1947

No. 2953

No. 2953

Señor Encargado de Negocios :

Mr. Chargé d'Affaires :

En relación con la atenta nota de esa Embajada, número 2591, de fecha 30 de enero del corriente año, y como resultado de las conversaciones celebradas posteriormente, tengo a honra hacer constar que entre los Gobiernos de los Estados Unidos de Venezuela y de los Estados Unidos de América se ha convenido en prorrogar por segunda vez, por un período adicional de 18 meses, a partir del 1º de enero de 1947, el Programa Cooperativo de Salud y Saneamiento que lleva a cabo la Oficina Cooperativa Interamericana

With reference to your Embassy's courteous note No. 2591,⁴ dated January 30, 1947, and as a result of the conversations held subsequently, I have the honor to confirm that it has been agreed between the Governments of the United States of Venezuela and the United States of America to extend a second time, for an additional period of 18 months, beginning January 1, 1947, the cooperative program of health and sanitation which is being carried out by the Oficina Cooperativa Interamericana de Salud Pública in

¹ Came into force on 30 June 1947, by the exchange of the said notes, and, according to their terms, became operative retroactively from 1 January 1947.

² Translation by the Government of the United States of America.

³ Traduction du Gouvernement des États-Unis d'Amérique.

⁴ Not printed by the Department of State of the United States of America.

de Salud Pública, de conformidad con el Modus-Vivendi celebrado por cambio de notas con fecha 18 de febrero de 1943, el cual fué prorrogado por vez primera, mediante igual procedimiento, el día 28 de junio de 1944, por un período de 30 meses que venció el 31 de diciembre de 1946. La prórroga a que se refiere la presente comunicación se efectuará con sujeción a las siguientes estipulaciones :

Primera: Se considera que las obligaciones financieras del Instituto de Asuntos Interamericanos y del Gobierno de Venezuela, derivadas del Modus-Vivendi inicial, han sido cumplidas, por parte de dicho Instituto, con la contribución de \$950.000 (dólares americanos) suministrada en la forma prevista, y por parte del Gobierno de Venezuela, con la inversión de Bs. 2,00 por cada dólar aportado por aquél. Igualmente, se reconoce que las obligaciones de la misma índole resultantes de la primera prórroga del Modus-Vivendi han quedado satisfechas, por parte del mencionado Instituto, con la contribución de \$500.000 (moneda americana) en la forma prevista, y por parte del Gobierno de Venezuela con la inversión de una cantidad de bolívares equivalente a \$500.000 (moneda americana). Toda suma restante de esas contribuciones que no haya sido invertida al finalizar el período de la primera prórroga (junio de 1944 a diciembre de 1946) quedará disponible para el Programa Cooperativo de Salud y Saneamiento a que se contrae esta comunicación.

Segunda: El Instituto continuará siendo representado en Venezuela por un grupo de su personal, conocido con el nombre de Misión del Instituto de Asuntos Interamericanos en Venezuela, y el Jefe de

conformity with the Modus-Vivendi concluded by an exchange of notes, dated February 18, 1943,¹ which was first extended, through the same procedure, on June 28, 1944,² for a period of 30 months which expired on December 31, 1946. The extension to which the present communication refers shall be effected subject to the following provisions :

First: It is considered that the financial obligations of the Institute of Inter-American Affairs and the Government of Venezuela, derived from the initial Modus-Vivendi, have been fulfilled, on the part of the said Institute, by the contribution of \$950,000 (American dollars) furnished in the manner specified, and on the part of the Government of Venezuela, by the investment of Bs. 2.00 for each dollar contributed by the former. Likewise, it is recognized that the obligations of the same nature resulting from the first extension of the Modus-Vivendi have been fulfilled, on the part of the said Institute, by the contribution of \$500,000 (American currency), in the manner specified, and on the part of the Government of Venezuela, by the investment of a sum in bolívares equivalent to \$500,000 (American currency). Any unexpended sum remaining from those contributions at the end of the first period of extension (June, 1944 to December, 1946) shall be available for the cooperative program of health and sanitation agreed upon in this communication.

Second: The Institute shall continue to be represented in Venezuela by a group of its personnel, known by the name of Mission of the Institute of Inter-American Affairs in Venezuela, and the Chief of the

¹ United Nations, *Treaty Series*, Vol. 21, p. 225.

² United Nations, *Treaty Series*, Vol. 106, p. 328.

dicha Misión seguirá actuando como Director de la Oficina Cooperativa Interamericana de Salud Pública por el período de esta prórroga.

Tercera: El Programa Cooperativo de Sanidad y Saneamiento será financiado por las Partes Contratantes durante el período de prórroga indicado en este acuerdo, en la forma siguiente :

a) El Instituto contribuirá con una suma no mayor de \$166.000 (dólares americanos), de la cual \$25.000 serán depositados a la cuenta de la Oficina Cooperativa Interamericana de Salud Pública en la forma siguiente :

En enero de 1947	\$12.500.00
En julio de 1947	12.500.00
Total	\$25.000.00

El remanente de los \$166.000.00 o sean \$141.000.00 será aportado de acuerdo con los términos del aparte c) de esta cláusula.

b) El Instituto puede retener de los depósitos indicados en el aparte a) de la presente cláusula la cantidad presupuestada que el Ministerio de Sanidad y Asistencia Social y el Jefe de la Misión crean necesaria para la compra de materiales y equipos en los Estados Unidos de América y cualquier otro desembolso relacionado con la ejecución de este Programa. Todo fondo así retenido por el Instituto deberá considerarse como depositado bajo los términos comprendidos en el aparte a). Si dichas sumas no fuesen gastadas o comprometidas para tales propósitos, serán depositadas a la orden de la Oficina en cualquier momento, de mutuo acuerdo entre el Ministerio y el Jefe de la Misión.

c) Además de la suma que será depositada a la cuenta de la Oficina según el aparte a), el Instituto hará por separado la asignación de los fondos necesarios para pagar los sueldos, gastos de manutención, viajes y gastos de viajes y otros gastos

said Mission shall continue to act as Director of the Oficina Cooperativa Interamericana de Salud Pública for the period of this extension.

Third: The cooperative program of health and sanitation shall be financed by the Contracting Parties during the period of extension indicated in this Agreement, in the following manner :

(a) The Institute shall contribute a sum not to exceed \$166,000 (American dollars) of which \$25,000 shall be deposited to the account of the Oficina Cooperativa Interamericana de Salud Pública in the following manner :

In January 1947	\$12,500.00
In July 1947	12,500.00
Total	\$25,000.00

The remainder of the \$166,000, that is, \$141,000 shall be contributed in accordance with the terms of paragraph (c) of this clause.

(b) The Institute may retain from the deposits indicated in paragraph (a) of the present clause the estimated sum which the Ministry of Health and Social Assistance and the Chief of the Mission may deem necessary for the purchase of material and equipment in the United States of America and for any other expenditure connected with the execution of this program. Any funds so retained by the Institute shall be considered as deposited under the terms contained in paragraph (a). If the said sums are not spent or allotted for such purposes, they shall be deposited to the order of the Oficina at any time, by mutual agreement between the Ministry and the Chief of the Mission.

(c) In addition to the sum which shall be deposited to the account of the Oficina in accordance with paragraph (a), the Institute shall make, separately, the allocation of the necessary funds to pay the salaries, maintenance, transportation and

administrativos de los empleados de la Misión u otros empleados del Instituto en los Estados Unidos de Venezuela durante el período de esta prórroga. De esta suma presupuestada de \$141,000.00 se tomará la cantidad necesaria a los fines anteriormente mencionados. Dichos fondos serán usados por el Jefe de la Misión en los Estados Unidos de Venezuela, separadamente de los fondos que se depositen por el Instituto a cuenta de la Oficina.

d) El Gobierno de los Estados Unidos de Venezuela depositará a la cuenta de la Oficina el equivalente en bolívares de \$250,000.00 (dólares americanos) al cambio de Bs. 3.33 por cada dólar, en la forma siguiente :

Durante el mes de enero de 1947 . . .	\$ 68,468.46 (Bs. 228,000.)
Durante el mes de julio de 1947 . . .	\$ 181,531.54 (Bs. 604,500.)
Total	\$ 250,000.00 (Bs. 832,500.)

e) Por Convenio escrito, celebrado entre el Ministerio y el Jefe de la Misión, puede ser modificada de acuerdo con las necesidades del programa la forma de hacer los depósitos previstos en los apartes *a*) y *d*).

f) Además de las contribuciones indicadas en los apartes *a*) y *d*), la Oficina puede recibir contribuciones de otro origen y gastarlas en la misma forma que los fondos anteriormente citados y para los usos y objetivos del Programa de Salud y Saneamiento.

g) Toda suma o propiedad adquirida por la Oficina, que no haya sido gastada, utilizada o asignada a la terminación del período indicado en esta prórroga, quedará como propiedad del Gobierno de los Estados Unidos de Venezuela y continuará usándose para los fines establecidos por el Programa Cooperativo. No obstante, para asegurar la realización del objetivo de dicho

traveling expenses, and other administrative expenses of the employees of the Mission or other employees of the Institute in the United States of Venezuela during the period of this extension. From this estimated sum of \$141,000.00 the sum necessary for the above-mentioned purposes shall be taken. The said funds shall be used by the Chief of the Mission in the United States of Venezuela separately from the funds which are deposited by the Institute to the account of the Oficina.

d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in bolivars of \$250,000 (American dollars) at the exchange rate of Bs. 3.33 for each dollar, in the following manner :

During the month of January, 1947 . . .	\$ 68,468.46 (Bs. 228,000)
During the month of July, 1947 . . .	\$ 181,531.54 (Bs. 604,500)
Total	\$ 250,000.00 (Bs. 832,500)

e) The manner of making the deposits which are specified in paragraphs *a*) and *d*) may be modified, according to the requirements of the program, by a written agreement concluded between the Ministry and the Chief of the Mission.

f) In addition to the contributions indicated in paragraphs *a*) and *d*), the Oficina may receive contributions of any other origin and spend them in the same manner as the funds mentioned above and for the purposes and objectives of the Program of Health and Sanitation.

g) Any sum or property acquired by the Oficina, which has not been spent, utilized or allotted at the expiration of the period indicated in this extension, shall remain the property of the Government of the United States of Venezuela and shall continue to be used for the purposes established by the Cooperative Program. Nevertheless, to ensure the attainment of

Programa, el Ministerio y el Jefe de la Misión determinarán de mutuo acuerdo el uso preciso y disposición que se dará al dinero y propiedades no gastadas y no asignadas a la terminación de este Convenio.

h) Por mutuo acuerdo entre el Ministerio y el Jefe de la Misión, los fondos de la Oficina pueden ser usados para reembolsar o sufragar los sueldos, manutención, viajes, gastos de viajes u otros gastos de aquellos miembros adicionales de la Misión u otros empleados del Instituto que las Partes Contratantes crean necesario emplear. Estos fondos pueden ser erogados o concedidos para tales fines por la Oficina al Instituto o a cualquier otra organización, pero en cada caso el Ministerio y el Jefe de la Misión celebrarán un convenio de proyecto en el cual especifiquen las finalidades y todas las condiciones para conceder estas erogaciones.

Cuarta: El Programa Cooperativo de Salud y Saneamiento continuará desarrollándose por medio de Proyectos individuales cuyo objeto consistirá principalmente en la construcción e instalación de acueductos en las comunidades rurales de los Estados Unidos de Venezuela y en cualquier otro propósito que afecte la salud y saneamiento del pueblo venezolano. Cada Proyecto estará estipulado en un Convenio de Proyecto que será firmado de mutuo acuerdo por el Ministro de Sanidad y Asistencia Social y el Jefe de la Misión en los Estados Unidos de Venezuela. El Convenio de Proyecto determinará la clase de trabajo que se llevará a efecto, la asignación de fondos, los responsables de la ejecución del proyecto y cualquier otro asunto que las Partes Contratantes crean necesario incluir.

Quinta: Todo lo relativo a los planes de acción concernientes a la realización del Programa Cooperativo de Salud y Sanea-

the objective of the said Program, the Ministry and the Chief of the Mission shall determine by mutual agreement the exact use and disposal which shall be made of the money and properties not used and not allotted at the termination of this Agreement.

(h) By mutual agreement between the Ministry and the Chief of the Mission, the funds of the Oficina may be used to reimburse for or pay the salaries, maintenance, traveling expenses or other expenses of such additional members of the Mission or other employees of the Institute as the Contracting Parties may deem it necessary to employ. These funds may be appropriated or granted for such purposes by the Oficina to the Institute or to any other organization, but in each case the Ministry and the Chief of the Mission shall conclude a project agreement specifying the purposes and all the conditions for granting such appropriations.

Fourth: The Cooperative Program of Health and Sanitation shall continue to be carried out through individual Projects which shall have as their principal objective the construction and installation of waterworks in the rural communities of the United States of Venezuela and any other enterprise which affects the health and sanitation of the Venezuelan people. Each Project shall be provided for in a Project Agreement which shall be signed by mutual accord by the Minister of Health and Social Assistance and the Chief of the Mission in the United States of Venezuela. The Project Agreement shall specify the kind of work which will be carried out, the allotment of funds, the persons responsible for the execution of the project and any other matter which the Contracting Parties may deem necessary to include.

Fifth: All matters relating to the plans of action for putting into effect the Cooperative Program of Health and Sanitation,

miento, a los procedimientos que han de seguirse para el desarrollo de los mismos y a los asuntos de carácter administrativo que correspondan a la Oficina Cooperativa Interamericana de Salud Pública, será determinado de mutuo acuerdo entre el Ministerio de Sanidad y Asistencia Social, el Director de la Oficina y el Jefe de la Misión en Venezuela.

Sexta: Los contratos que celebre la Oficina con el objeto de ejecutar los Convenios de Proyectos, así como todas las erogaciones de fondos de la misma, deberán ser autorizados previamente por su Director. El personal subalterno de la Oficina será seleccionado de mutuo acuerdo entre el Ministerio de Sanidad y Asistencia Social y el Director de aquélla, y los nombramientos correspondientes se harán por Resolución del mencionado Departamento Ejecutivo.

Séptima: Los libros, documentos y cuentas de la Oficina estarán en cualquier momento a la disposición de los representantes autorizados del Gobierno de Venezuela y del Instituto, para su inspección y revisión, y el Director de la Oficina rendirá Informes a dicho Gobierno y al Instituto con la frecuencia que de mutuo acuerdo determinen el Ministerio de Sanidad y Asistencia Social y el Jefe de la Misión.

Octava: La Oficina Cooperativa Interamericana de Salud Pública, como dependencia que es del Ministerio de Sanidad y Asistencia Social, gozará de los derechos y privilegios que la ley acuerde a dependencias oficiales semejantes, entre ellos franquicia postal y telegráfica y descuentos en compañías de transporte; y en la medida en que gocen de exoneraciones aduaneras las susodichas dependencias, les serán concedidas a la Oficina Cooperativa Interamericana de Salud Pública para la importación de efectos destinados al desarrollo del Programa Cooperativo, sien-

to the procedures which are to be followed for carrying them out, and to matters of an administrative nature which concern the Oficina Cooperativa Interamericana de Salud Pública shall be decided by mutual agreement between the Ministry of Health and Social Assistance, the Director of the Oficina, and the Chief of the Mission in Venezuela.

Sixth: Such contracts as the Oficina may conclude for the purpose of carrying out the Project Agreements, as well as all distributions of its funds, shall be previously authorized by its Director. The staff of the Oficina shall be selected by mutual agreement between the Ministry of Health and Social Assistance and the Director of the former, and the appropriate appointments shall be made by a Resolution of the said Executive Department.

Seventh: The books, documents and accounts of the Oficina shall at all times be at the disposal of the authorized representatives of the Government of Venezuela and the Institute for their inspection and auditing, and the Director of the Oficina shall make Reports to the said Government and to the Institute with such frequency as the Ministry of Health and Social Assistance and the Chief of the Mission may determine by mutual agreement.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as an agency of the Ministry of Health and Social Assistance, shall enjoy such rights and privileges as are granted by law to similar official agencies, including exemption from postal and telegraph fees and discounts in transportation companies; and to the extent that the aforesaid agencies enjoy customs exemptions, such exemptions shall be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of articles intended for the carrying out of the Cooperative Program,

do entendido que el Ministerio puede revisar, como lo hace respecto de las demás dependencias, las listas de importación que se formulen.

Novena: El Gobierno de los Estados Unidos de Venezuela reconoce al Instituto de Asuntos Interamericanos como un organismo del Gobierno de los Estados Unidos de América. La representación del Instituto queda exenta del impuesto sobre la renta por las cantidades que en calidad de remuneración reciba del Gobierno de los Estados Unidos y sus importaciones destinadas al desarrollo del Programa de Salud y Saneamiento serán exoneradas de derechos aduaneros.

Décima: El Ministro de Sanidad y Asistencia Social, el Jefe de la Misión y el Director de la Oficina, en los casos en que sea posible podrán delegar las atribuciones que les asigne el presente Convenio de Prórroga en representantes debidamente autorizados por ellos.

Décima-primera: Las estipulaciones del Modus-Vivendi original y del Primer Convenio de Prórroga (junio de 1944 a diciembre de 1946) permanecerán en vigor en cuanto no hayan sido derogadas directa o indirectamente por lo establecido en el presente Convenio.

Esta nota y la contestación de Vuestra Señoría en los mismos términos, constituirán un acuerdo respecto de lo consignado en las cláusulas que anteceden.

Válgome de la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

Carlos MORALES

Al Honorable Señor
Thomas J. Maleady
Encargado de Negocios ad-interim
de los Estados Unidos de América
Presente

No. 2190

it being understood that the Ministry may examine, as it does with respect to the other agencies, such lists of imports as may be prepared.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an agency of the Government of the United States of America. The representatives of the Institute shall be exempt from income tax on the sums which they receive as remuneration from the United States Government and their imports for use in the carrying out of the Program of Health and Sanitation shall be exempt from customs duties.

Tenth: The Minister of Health and Social Assistance, the Chief of the Mission, and the Director of the Oficina, may, whenever possible, delegate the functions assigned to them under the present Agreement of Extension to representatives duly authorized by them.

Eleventh: The provisions of the original Modus Vivendi and of the First Agreement of Extension (June 1944 to December 1946) shall remain in force unless invalidated directly or indirectly by the terms of the present Agreement.

This note and your reply in the same terms shall constitute an agreement respecting the provisions of the preceding clauses.

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

Carlos MORALES

The Honorable
Thomas J. Maleady
Chargé d'Affaires ad interim
of the United States of America
City

II

The American Chargé d'Affaires ad interim to the Venezuelan Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 2727

Caracas, June 30, 1947

Excellency :

With reference to this Embassy's note No. 2591 of January 30, 1947 and subsequent conversations between officers of this Embassy and of the Ministry of Foreign Relations, and with particular reference to your Excellency's note No. 2953 of June 30, 1947, I have the honor, in accordance with the instructions received from my Government, to confirm that it has been agreed by the Government of the United States of America and the Government of the United States of Venezuela, to extend for an additional period of eighteen months beginning January 1, 1947, the cooperative program of Health and Sanitation which has been carried on through the Oficina Cooperativa Interamericana de Salud Pública in accordance with the *modus vivendi* entered into by an exchange of notes February 18, 1943 which was extended by a similar procedure on June 28, 1944 for a period of thirty months, which expired December 31, 1946. The extension of the Agreement, which is agreed upon in the present exchange of notes, will be carried out in accordance with the following stipulations :

First: The financial obligations of the Institute and the Government of Venezuela under the first *Modus Vivendi* are considered to have been fulfilled by the contribution of \$950,000 (USC) by the Institute as provided for, and by the Government of Venezuela by the expenditure of Bs. 2.00 for each dollar contributed by the Institute. In the same manner, the financial obligations of the Institute and the Government of Venezuela under the First Extension Agreement are considered to have been fulfilled by the contribution of \$500,000 (USC) by the Institute; and by the equivalent in bolívares of \$500,000 (USC) contributed by the Government of Venezuela. Any of these funds remaining unexpended at the expiration of the First Extension Agreement (June 1944 to December 1946) shall continue to be available for the purposes of the Cooperative Program of Health and Sanitation provided for in this Agreement.

Second: The Institute shall continue to be represented in Venezuela by a group of its officials to be known as the " Field Party of the Institute of Inter-American Affairs in Venezuela ". The Chief of the Field Party shall continue to serve as Director of the Oficina Cooperativa Interamericana de Salud Pública during the period of this extension of the agreement.

Third: The Cooperative Health and Sanitation Program shall be financed by the parties hereto during the period covered by this agreement as follows :

a) The Institute shall contribute an amount not to exceed \$166,000 (USC) out of which \$25,000 (USC) shall be deposited to the account of the Oficina Cooperativa Interamericana de Salud Pública in the following manner :

In January, 1947	\$12,500.
In July, 1947	12,500.
Total	\$25,000.

The balance of the \$166,000, that is, \$141,000. shall be contributed in accordance with Paragraph *c)* of this Clause.

b) The Institute may withhold from the deposits called for in Paragraph *a)* the estimated amounts deemed necessary by the Minister and the Chief of Field Party in Venezuela to pay for the purchase in the United States of America of materials, supplies and equipment, and other disbursements relating to the execution of this Program. Any funds so withheld by the Institute shall be considered as deposited in accordance with Paragraph *a)* but if said sums are not expended or obligated for such purposes, they shall be deposited to the order of the Oficina at any time by mutual agreement between the Minister and the Chief of Field Party.

c) Besides the sum to be deposited to the account of the Oficina as mentioned in Paragraph *a)*, the Institute shall make a separate allocation of necessary funds to pay the salaries, living expenses, travel and transportation costs and other administrative expenses of the members of the Institute Field Party and other Institute employees in Venezuela during the period covered by the Extension Agreement. The funds necessary for the above mentioned purposes will be taken out of the budget of \$141,000. Said funds shall be used by the Chief of Field Party in Venezuela separate and apart from the funds to be deposited to the account of the Oficina by the Institute.

d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in Venezuelan currency of \$250,000. at the conversion rate of 3.33 bolívares per U. S. Dollar in the following manner :

During January 1947	\$ 68,468.46	(Bs. 228,000.00)
During July 1947	181,531.54	(Bs. 604,500.00)
Total	\$250,000.00	(Bs. 832,500.00)

e) By written agreement between the Minister and the Chief of Party, the schedule for making deposits as provided under paragraphs *a)* and *d)* hereof, may be amended as required by the needs of the Program.

f) Besides the contributions mentioned in paragraphs *a)* and *d)*, the Oficina may receive contributions from other sources and expend these funds in the same manner as previously mentioned for the uses and objectives of the Cooperative Program of Health and Sanitation.

g) All funds or property acquired by the Oficina which may be unexpended, unused or unassigned at the termination of the period covered by this Extension, shall remain the property of the Government of Venezuela and be used in furtherance of the purposes of the Cooperative Program. However, to attain the objectives of the Cooperative Program, the Minister and the Chief of Party will mutually decide what to do with the

unexpended, unused and unassigned funds or property at the expiration of this Agreement.

h) By mutual agreement between the Minister and the Chief of Party, funds of the Oficina may be used to reimburse or defray the salaries, living expenses, travel and transportation costs and other expenses of such additional members of the Institute Field Party and other Institute employees in Venezuela as the parties see fit. Such funds may be contributed or granted for such purposes by the Oficina to the Institute or to any other organization, but in every case the Minister and the Chief of Party will enter into a written Project Agreement setting forth the scope and other necessary terms of such contributions or grants.

Fourth: The Cooperative Health and Sanitation Program shall continue to consist of individual Projects, the principal objectives of which shall be the construction and installation of water supply systems in rural communities in Venezuela and other purposes affecting the health and sanitation of the public of Venezuela. Each Project shall be embodied in a Project Agreement which shall be mutually agreed upon and signed by the Minister of Health and Social Assistance and the Chief of Party in Venezuela. The Project Agreement shall define the kind of work to be done, the allocation of funds therefor, the parties responsible for the execution of the Project, and such other matters as the parties deem necessary to include.

Fifth: Plans to carry out the Cooperative Health and Sanitation Program and procedures to be followed for the development of said plans and administrative matters pertaining to the Oficina Cooperativa Interamericana de Salud Pública, shall be determined by mutual agreement between the Ministry of Health and Social Assistance and the Chief of Party in Venezuela.

Sixth: Contracts executed by the Oficina for carrying out Project Agreements, as well as all disbursements of the Oficina funds, shall be previously authorized by its Director. The selection of personnel for the Oficina shall be made by mutual agreement between the Director of the Oficina and the Ministry of Health and Social Assistance and appointments shall be made by Ministerial resolution.

Seventh: Authorized representatives of the Government of Venezuela and the Institute shall have access, at any time, to the books, documents and accounts of the Oficina for their inspection and auditing, and the Director of the Oficina shall render reports to the Government of Venezuela and to the Institute at such intervals as may be agreed upon between the Chief of Party and the Ministry of Health and Social Assistance.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as a dependency of the Ministry of Health and Social Assistance, shall enjoy the rights and privileges granted by law to similar official departments, among them, postage and telegraphic franchises, and discounts allowed by transportation companies; and exoneration of custom duties shall be granted to the Oficina Cooperativa Interamericana de Salud Pública to the extent of those enjoyed by other Departments, on any materials imported to be used in the development of the Cooperative Program, and the Ministry shall examine the importation schedules as it does in the case of other departments.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an entity of the United States Government. The represent-

atives of the Institute shall be exempt from Income Tax on those amounts received from the United States Government as remuneration; and its importations to be used for the development of the Health and Sanitation Program shall be exonerated from custom duties.

Tenth: The Minister of Health and Social Assistance, the Chief of Party and the Director of the Oficina, whenever possible, may delegate the powers granted in this Extension Agreement, to duly authorized representatives.

Eleventh: The provisions of the Original Modus Vivendi and the first Extension Agreement (June 1944 to December 1946) will remain in force with the exception of any provisions that may have been directly or indirectly cancelled by this Agreement.

Your Excellency's note which sets forth the foregoing stipulations and this reply constitute an agreement with respect to the extension of the Cooperative Program of Health and Sanitation.

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

Thomas J. MALEADY
Chargé d'Affaires ad interim

His Excellency Dr. Carlos Morales
Encargado of the Ministry of Foreign Relations
Caracas

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
VENEZUELA EXTENDING FOR ONE YEAR THE CO-
OPERATIVE PROGRAM OF HEALTH AND SANITA-
TION IN VENEZUELA. CARACAS, 4 AND 9 MARCH 1949

I

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

AMERICAN EMBASSY

No. 383

Caracas, Venezuela, March 4, 1949

Excellency :

I have the honor to refer to the agreement signed February 18, 1949 between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended, between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,² which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows :

“ The Ministry of Health and Social Assistance (hereinafter referred to as the ‘ Ministry ’) of the Government of the United States of Venezuela (hereinafter referred to as the ‘ Government ’), represented by Dr. Antonio Martín Araujo, Minister of Health and Social Assistance (hereinafter referred to as the ‘ Minister ’), 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, represented by its Chief of Field Party, Health and Sanitation Division, James D. Caldwell (hereinafter referred to as the ‘ Chief of Field Party ’), have agreed, pursuant to the request of the Government and in accordance with the exchange of notes dated June 29, 1948 and July 6, 1948³ between the Ambassador of the United States of America and His Excellency, the Minister of Foreign Affairs, upon the following details for extending for an additional period of one year from June 30, 1948, and modifying in the manner hereinafter se

¹ Came into force on 9 March 1949, by the exchange of the said notes, and, according to their terms, became operative retroactively from 30 June 1948.

² United Nations, *Treaty Series*, Vol. 21, p. 225.

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

forth, the Agreement between the Ministry and the Institute arising out of the exchange of notes between the American Ambassador and the Minister of Foreign Affairs on February 18, 1943, as subsequently modified and extended (hereinafter referred to as the 'Basic Agreement'), providing for a cooperative health and sanitation program to be carried on in Venezuela.

" 1. In addition to the funds required by the Basic Agreement to be contributed or otherwise made available for the realization of the Cooperative Program, the Parties hereto shall contribute and make available funds for use in continuing the program during the period covered by this Extension Agreement in accordance with the following schedule :

" a) The Institute of Inter-American Affairs shall make available the funds necessary to pay the salaries and all other expenses of its field staff in Venezuela during the period covered by this Extension Agreement. These funds shall be administered by the Institute and shall not be deposited to the credit of the Oficina Cooperativa Inter-Americana de Salud Pública.

" b) The Institute shall deposit to the credit of the Oficina Cooperativa the sum of \$25,000.00 or its equivalent in bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals Bs 83,250.00) as follows :

At the time the agreement is signed	\$25,000.00
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" c) The Government of Venezuela shall deposit to the credit of the Oficina Cooperativa the sum of 1,612,500 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$487,237.23) as follows :

At the time the agreement is signed	Bs 832,500.00
Monthly payments of 40,000 bolivars for Oficina payrolls travel and other expenses July 1, 1948—June 30, 1949 . . .	Bs 480,000.00
Monthly payments of 25,000 bolivars for salaries of Oficina employees July 1, 1948—June 30, 1949	Bs 300,000.00

In addition to the above, the Ministry agrees to provide funds amounting to approximately 1,000,000.00 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$303,030.30) which will be made available during the period between September 1, 1948 and June 30, 1949 to be utilized exclusively for the purchase of materials and equipment for use in the Cooperative Program. These purchases will be made through the corresponding department of the Ministry on the basis of requisitions prepared by the Oficina.

" d) The funds to be deposited by the Institute under subsection b) of this clause shall be available for expenditure from the date on which deposited but all payments to be thereafter deposited by either party shall not be available for withdrawal or expenditure until the corresponding deposit due from the other party on the same date has been made.

" 2. By written agreement of the Minister of Health and Social Assistance and the Chief of the Field Party in Venezuela, the parties hereto may amend the schedules for making deposits required by Clause 1 hereof and may provide for advance purchases of equipment or materials, and the advance purchases made in this respect shall be

deducted from the payments due under the schedules. In addition to the funds required to be contributed by the Basic Agreement and this Extension Agreement, contributions of funds may be made by either or both parties, or by third parties for use in effectuating the cooperative health and sanitation program.

“ 3. Any of the funds introduced into Venezuela by the Institute for the purpose of the cooperative health and sanitation program shall be exempt from all forms of charges or taxes and currency control, and shall be converted into bolivars at the then current rate of exchange, but in any event at a rate of exchange not less than 3.33 bolivars per dollar. Similarly, where it may be necessary to convert bolivars into dollars for the financing of grants or for other expenditures in the United States of America, the conversion of bolivars into dollars shall be made at a rate of exchange not greater than 3.33 bolivars per dollar.

“ 4. The Government of Venezuela recognizes the Institute of Inter-American Affairs as a dependency of the Government of the United States of America, wholly owned and directed by that Government.

“ 5. Any funds received by the Oficina which remain unexpended or unassigned at the termination of the period covered by this Extension Agreement, shall be returned to the Parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement and under clause 1 of this Extension Agreement.

“ 6. The stipulations of the Basic Agreement and the successive Extension Agreements shall remain in effect in so far as they are not directly or indirectly contrary to those established in this present Agreement.

“ 7. The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in quintuplicate, in the Spanish and English languages, in Caracas, Venezuela, this 18 day of February, 1949.”

Ministry of Health
and Social Assistance :
By (*Signed*) Antonio M. ARAUJO
Minister

The Institute of
Inter-American Affairs :
By (*Signed*) James D. CALDWELL
Chief of Field Party

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

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

John WILLARD CARRIGAN

His Excellency Dr. Luis Emilio Gómez Ruiz
Minister of Foreign Relations
Caracas

[TRANSLATION¹ — TRADUCTION²]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS

DIVISION OF INTERNATIONAL POLICY
INTER-AMERICAN SECTION

No. 485

Caracas, March 9, 1949

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 383, dated the 4th instant, regarding the agreement signed last February 18 by the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of Field Party of the Institute of Inter-American Affairs of the United States of America, for the purpose of again prolonging the original *modus vivendi*, with amendments, on the initiation and execution of the Cooperative Health and Sanitation Program being carried out in Venezuela, which was concluded through an exchange of notes between the Minister of Foreign Affairs of Venezuela and His Excellency the Ambassador of the United States of America on February 18, 1943.

The text of the aforementioned Agreement is as follows :

[See note I]

Your Excellency's note, which contains the above-mentioned provisions, and this reply, constitute an Agreement regarding the extension of the Cooperative Health and Sanitation Program.

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

Luis E. GÓMEZ RUIZ

The Honorable John Willard Carrigan
Chargé d'Affaires ad interim of
the United States of America
City

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
VENEZUELA EXTENDING FOR ONE YEAR THE CO-
OPERATIVE PROGRAM OF HEALTH AND SANITATION
IN VENEZUELA. CARACAS, 7 AND 30 SEPTEMBER 1949

I

The American Ambassador to the Venezuelan Minister of Foreign Relations

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 539

Caracas, Venezuela, September 7, 1949

Excellency :

I have the honor to refer to the agreement signed September 2, 1949 between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended, between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,² which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows :

EXTENSION AGREEMENT

The Ministry of Health and Social Assistance (hereinafter referred to as the "Ministry") of the Government of the United States of Venezuela (hereinafter referred to as the "Government"), represented by Dr. Antonio Martín Araujo, Minister of Health and Social Assistance (hereinafter referred to as the "Minister"), 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, represented by its Chief of Field Party, Health and Sanitation Division, James D. Caldwell (hereinafter referred to as "Chief of Field Party"), have agreed, pursuant to the request of the Government, and in accordance with the exchange of notes dated August 26, 1949 and September 1st, 1949,³ between the Ambassador of the United States of America

¹ Came into force on 30 September 1949, by the exchange of the said notes, and, according to their terms, became operative retroactively from 30 June 1949.

² United Nations, *Treaty Series*, Vol. 21, p. 225.

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

and His Excellency, the Minister of Foreign Affairs, upon the following details for extending for an additional period of one year from June 30, 1949, and modifying in the manner hereinafter set forth, the Agreement entered into on behalf of the Ministry and the Institute on February 18, 1943, as subsequently modified and extended (hereinafter referred to as the "Basic Agreement"), providing for a cooperative health and sanitation program to be carried on in Venezuela.

1. In addition to the funds required by the Basic Agreement to be contributed or otherwise made available for the realization of the cooperative health and sanitation program, the parties hereto shall contribute and make available funds for use in continuing the program during the period covered by this Extension Agreement, in accordance with the following schedule :

a) The Institute shall make available the funds necessary to pay the salaries and all other expenses of its field staff in Venezuela during the period covered by this Extension Agreement. These funds shall be administered by the Institute and shall not be deposited to the credit of the OFICINA COOPERATIVA INTER-AMERICANA DE SALUD PÚBLICA (hereinafter referred to as the "Oficina").

b) The Institute shall deposit to the credit of the Oficina the sum of \$25,000.00 or its equivalent in bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals 83,250.00 bolivars) as follows :

At the time this Extension Agreement is signed	\$25,000.00
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c) The Government of Venezuela shall deposit to the credit of the Oficina the sum of 1,675,000.00 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$503,003.00), as follows :

At the time this Extension Agreement is signed	Bs. 835,000.00
October 1, 1949	280,000.00
January 1, 1950	280,000.00
April 1, 1950	280,000.00

2. By written agreement of the Minister of Health and Social Assistance and the Chief of Field Party in Venezuela, the parties hereto may amend the schedules for making deposits required by Clause 1 hereof.

3. Any funds received by the Oficina which remain unexpended or unassigned at the termination of the cooperative health and sanitation program shall be returned to the parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement (including any extensions and amendments thereof).

4. All funds previously contributed by the parties hereto pursuant to the Basic Agreement which are unexpended and unassigned as of June 30, 1949 shall remain available for use after that date in continuing the cooperative health and sanitation program during the period covered by this Extension Agreement.

5. The stipulations of the Basic Agreement (including any extensions and amendments thereof) shall remain in effect insofar as they are not directly or indirectly contrary to the provisions of this Extension Agreement.

6. The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in octuplicate, in the Spanish and English languages, in Caracas, Venezuela, this 2nd day of September, 1949.

Ministry of Health and Social
Assistance :
By Antonio M. ARAUJO (*Signed*)
Minister

The Institute of Inter-American
Affairs :
By James D. CALDWELL (*Signed*)
Chief of Field Party

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

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

Walter J. DONNELLY

His Excellency Dr. Luis Emilio Gómez Ruiz
Minister of Foreign Relations
Caracas

II

The Venezuelan Acting Minister of Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCIÓN DE POLÍTICA INTERNACIONAL
SECCIÓN DE RELACIONES INTERAMERICANAS

No. 02392

Caracas, 30 de setiembre de 1949

Señor Embajador :

Tengo a honra avisar el recibo de la atenta nota de Vuestra Excelencia, número 539, de fecha 7 del presente mes, referente al Acuerdo firmado el 2 de los corrientes entre el Ministro de Sanidad y Asistencia Social de los Estados Unidos de Venezuela y el Jefe de la Misión del Instituto de Asuntos Interamericanos de los Estados Unidos de América, destinado a prorrogar nuevamente el Modus-Vivendi inicial, con las enmiendas de que fue objeto, celebrado por cambio de notas entre el Ministro de Relaciones Exteriores de Venezuela y el

[TRANSLATION¹ — TRADUCTION²]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS

DIVISION OF INTERNATIONAL POLICY
INTER-AMERICAN RELATIONS SECTION

No. 02392

Caracas, September 30, 1949

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 539 dated September 7, 1949, relative to the Agreement signed on September 2, 1949, between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America, for the purpose of again extending the Basic Agreement, as amended, entered into by an exchange of notes between the Minister of Foreign Relations of Venezuela and His Excellency the Ambassador of the United States of America, dated February 18, 1943, on the initiation and execution of the Co-operative Health and Sanitation Program now being carried on in Venezuela.

The text of this agreement follows :

[See note I]

Your Excellency's note, containing the foregoing stipulations, and this reply constitute an Agreement on the extension of the Co-operative Health and Sanitation Program.

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

G. SUÁREZ FLAMERICH

His Excellency Walter J. Donnelly
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

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
VENEZUELA EXTENDING FOR FIVE YEARS THE CO-
OPERATIVE PROGRAM OF HEALTH AND SANITATION
IN VENEZUELA. CARACAS, 6 AND 15 MARCH 1951

I

The American Ambassador to the Venezuelan Minister of Foreign Relations

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 182

Caracas, Venezuela, March 6, 1951

Excellency :

I have the honor to refer to the agreement signed February 28, 1951, between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended,² between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,³ which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows :

EXTENSION AGREEMENT

The Ministry of Health and Social Assistance (hereinafter referred to as the "Ministry"), of the Government of the United States of Venezuela (hereinafter referred to as the "Government"), represented by Dr. Raúl Soulés Baldó, the Minister of Health and Social Assistance (hereinafter referred to as the "Minister"), who is duly authorized to act by the Board of Government in its Council of Ministers and The Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"), represented by James D. Caldwell, its Chief of Field Party, Health and Sanitation Division (hereinafter referred

¹ Came into force on 15 March 1951, by the exchange of the said notes, and, according to their terms, became operative retroactively from 1 July 1950.

² United Nations, *Treaty Series*, Vol. 106, p. 328. See also pp. 200, 211 and 218 of this volume.

³ United Nations, *Treaty Series*, Vol. 21, p. 225.

to as the “ Chief of Field Party ”), have agreed, pursuant to the request of the Government in the note from the Ministry of Foreign Relations of Venezuela, dated November 16, 1941,¹ upon the following technical details for extending and modifying the agreement between the Ministry and the Institute entered into in February 1943, as subsequently modified and extended (hereinafter referred to as the “ Basic Agreement ”), providing for a cooperative health and sanitation program in Venezuela.

Clause I

The cooperative health and sanitation program provided for in the Basic Agreement is hereby extended for an additional period of five years, from June 30, 1950, through June 30, 1955; provided, however, that the obligations of the parties under this agreement for the period from June 30, 1951 through June 30, 1955 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Clause II paragraph *f*) hereof.

Clause II

In addition to the funds required by the Basic Agreement to be contributed or otherwise made available by the parties thereto with respect to the cooperative program, the parties hereto shall contribute and make available funds for use in continuing and extending the program during the period covered by this Extension Agreement in accordance with the following schedules :

a) The Institute shall make available the funds necessary to pay the salaries and all other expenses of its Health and Sanitation Division Field staff in Venezuela during the period from June 30, 1950 through June 30, 1951. These funds shall be administered by the Institute and shall not be deposited to the credit of the OFICINA COOPERATIVA INTER-AMERICANA DE SALUD PÚBLICA (hereinafter referred to as the “ Oficina ”).

b) During the period from June 30, 1950 through June 30, 1951, the Institute shall deposit to the credit of the Oficina the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), within 30 days following the execution of this agreement.

c) During the period from June 30, 1950 through June 30, 1951, the Ministry on behalf of the Government, shall deposit to the credit of the Oficina the sum of ONE MILLION, SIX HUNDRED AND SEVENTY FIVE THOUSAND BOLIVARES (Bs. 1,675,000.00), in twelve equal monthly installments, beginning July 1, 1950.

d) The deposits required by Sections *b* and *c*, Clause II to be made by the parties shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party hereto during the same monthly period has been made. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor prior to the distribution provided for in paragraph 3 of the Extension Agreement signed by the parties hereto on September 2, 1949.²

e) The parties hereto, by written agreement of the Minister and the Chief of Field Party, may amend the schedules for making the deposits required by Sections *b* and *c* of this Clause II.

¹ Not printed by the Department of State of the United States of America.

² See p. 218 of this volume.

f) The parties may later agree in writing upon the amount of the funds that each will contribute and make available for use in carrying out the program during each annual period from June 30, 1951 through June 30, 1955.

Clause III

The Basic Agreement shall remain in full force and effect for the purpose of extending the cooperative health and sanitation program, as provided herein, and all provisions of the Basic Agreement, including the amendments in all agreements for the extension of the agreement entered into in February 1943, as subsequently modified, shall be applicable to all operations and activities under this Extension Agreement, EXCEPT that the Basic Agreement, from and after July 1, 1950, shall be deemed to be amended and supplemented by the provisions of this Extension Agreement, including the following particulars :

a) The Government and the Institute recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the cooperative health and sanitation program and of the actions taken in furtherance of that program, in order to strengthen the sense of common effort which is essential to the achievement of the objectives of the program. The Minister and the Chief of Field Party will encourage the dissemination of such information and will make it available to the media of public information.

b) Subject to the provisions of Clause II, paragraph 4 of this Extension Agreement, the balances of all funds deposited to the credit of the Oficina pursuant to the Basic Agreement, as well as funds deposited to the account of the Oficina pursuant to Clause II of this Extension Agreement, shall continue to be available for the cooperative health and sanitation program during the existence of this Extension Agreement, without regard to annual periods or fiscal years of either of the parties.

c) Any of the funds deposited by the Institute to the credit of the Oficina shall be converted at the highest rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other expenses in Venezuela.

Clause IV

The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

Clause V

This Extension Agreement shall enter into force on the date of its confirmation by the Government of the United States of America and the Government of the United States of Venezuela and shall have effect as of July 1, 1950.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in octuplicate in the Spanish and English languages, in Caracas, Venezuela, this 28th day of February, of the year one thousand nine hundred and fifty one.

Ministry of Health and
Social Assistance :
Raúl SOULÉS BALDÓ (*Signed*)
Minister

The Institute of Inter-American
Affairs :
James D. CALDWELL (*Signed*)
Chief of Field Party

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

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

Norman ARMOUR

His Excellency Dr. Luis Emilio Gómez Ruiz
Minister of Foreign Relations
Caracas

II

The Venezuelan Minister of Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES

DIRECCIÓN DE POLÍTICA INTERNACIONAL
SECCIÓN DE RELACIONES INTERAMERICANAS

No. 604

Caracas, 15 de marzo de 1951

Señor Embajador :

Tengo a honra avisar el recibo de la atenta nota de Vuestra Excelencia número 182, de fecha 6 de los corrientes, referente al Acuerdo firmado el 28 de febrero último, entre el Ministro de Sanidad y Asistencia Social de los Estados Unidos de Venezuela y el Jefe de la Misión del Instituto de Asuntos Interamericanos de los Estados Unidos de América, destinado a prorrogar nuevamente el Modus-vivendi inicial, con las enmiendas de que fué objeto, celebrado por cambio de notas entre el Ministro de Relaciones Exteriores de Venezuela y el Excelentísimo Señor Embajador de los Estados Unidos de América, de fecha 18 de febrero de 1943, sobre iniciación y ejecución del Programa Cooperativo de Salud y Saneamiento que se desarrolla en Venezuela.

El texto de dicho Acuerdo es el siguiente :

« CONVENIO DE PRORROGA

« Con el fin de desarrollar un Programa Cooperativo de Salud y Saneamiento, el Ministerio de Sanidad y Asistencia Social (que en adelante se llamará el « Ministerio ») del Gobierno de los Estados Unidos de Venezuela (que en adelante se llamará el « Gobierno »), representado por el doctor Raúl Soulés Baldó, Ministro de Sanidad y Asistencia

La nota de Vuestra Excelencia, que contiene las estipulaciones anteriores, y esta respuesta, constituyen un Acuerdo con respecto a la prórroga del Programa Cooperativo de Salud y Saneamiento.

Válgome de esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. GÓMEZ RUIZ

Al Excelentísimo Señor Norman Armour
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente

[TRANSLATION¹ — TRADUCTION²]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS

INTERNATIONAL POLICY DIVISION
INTER-AMERICAN RELATIONS SECTION

No. 604

Caracas, March 15, 1951

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 182, of the 6th of this month, which refers to the Agreement signed February 28 last between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Mission of the Institute of Inter-American Affairs of the United States of America, intended to extend further the initial *Modus Vivendi*, as amended, which was concluded on February 18, 1943, by an exchange of notes between the Minister of Foreign Relations of Venezuela and His Excellency the Ambassador of the United States of America, concerning the initiation and execution of the cooperative health and sanitation program that is being carried out in Venezuela.

The text of the aforesaid agreement is as follows :

[*See note I*]

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

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

Your Excellency's note, which contains the foregoing provisions, and this reply constitute an Agreement with respect to the extension of the cooperative health and sanitation program.

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

E. GÓMEZ RUIZ

His Excellency Norman Armour
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
VENEZUELA REGARDING ADDITIONAL FINANCIAL
CONTRIBUTIONS FOR THE CO-OPERATIVE PROGRAM
OF HEALTH AND SANITATION IN VENEZUELA. CA-
RACAS, 24 SEPTEMBER AND 30 OCTOBER 1951

I

The American Ambassador to the Venezuelan Minister of Foreign Relations

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 73

Caracas, Venezuela, September 24, 1951

Excellency :

I have the honor to refer to the agreement effected by the exchange of notes of March 15, 1951,² between our two Governments, providing for the continuation of the cooperative program of the *Oficina Cooperativa Interamericana de Salud Pública* in Venezuela until June 30, 1955, and specifying the contributions to be made by the two Governments to the *Oficina Cooperativa Interamericana de Salud Pública* (hereinafter called "Oficina") 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 \$2,083.00 to the Oficina each month during the six-month period ending December 31, 1951. It is the understanding of my Government that Your Excellency's Government will continue to contribute to the Oficina each month during that period Bs. 139,000.³ It is understood, of course, 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 Oficina which our respective Governments have undertaken 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 United States of Venezuela and the United States of America on March 15, 1951.

¹ Came into force on 30 October 1951, by the exchange of the said notes.

² See p. 224 of this volume.

³ See note III, p. 234 of this volume.

I shall appreciate receiving an expression from Your Excellency's Government concerning the acceptability of the foregoing proposal. If agreeable to Your Excellency, the Government of the United States of America would consider the present note and Your Excellency's reply concurring therein as constituting an agreement between our two Governments which shall be effective from the date of Your Excellency's 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.

Norman ARMOUR

His Excellency Dr. Luis Emilio Gómez Ruiz
Minister of Foreign Relations
Caracas

II

The Venezuelan Acting Minister of Foreign Relations to the American Chargé d'Affaires ad interim

[SPANISH TEXT — TEXTE ESPAGNOL]

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCIÓN DE POLÍTICA INTERNACIONAL

Caracas, 30 de octubre de 1951

No. 2593

Señor Encargado de Negocios :

Tengo a honra referirme a la atenta nota de esa Honorable Embajada, número 73, de fecha 24 de septiembre último, por medio de la cual tuvo a bien presentar una propuesta sobre las contribuciones que deberán aportar los Gobiernos de Venezuela y de los Estados Unidos de América, en relación con el programa cooperativo de Salud Pública.

[TRANSLATION¹ — TRADUCTION²]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS
OFFICE OF INTERNATIONAL POLICY

Caracas, October 30, 1951

No. 2593

Mr. Chargé d'Affaires :

I have the honor to refer to your Embassy's courteous note No. 73, dated September 24 last, in which you were good enough to present a proposal regarding the contributions which the Governments of Venezuela and the United States of America are to make to the Cooperative Public Health Program.

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

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

Me es grato manifestar a Vuestra Señoría que el Despacho de Sanidad y Asistencia Social ha examinado la propuesta que se hace en dicha comunicación, respecto del monto de las contribuciones de ambos Gobiernos y de las demás modalidades allí señaladas, y manifiesta que la acepta en todas sus partes.

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

R. GALLEGOS M.

Al Honorable Señor Edward J. Sparks
Encargado de Negocios ad-interim
de los Estados Unidos de América
Presente

I take pleasure in informing you that the Office of Sanitation and Social Welfare has examined the proposal made in the aforesaid communication, with regard to the amount of the contributions of the two Governments and the other terms set forth therein, and makes known that it accepts it in all its parts.

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

R. GALLEGOS M.

The Honorable Edward J. Sparks
Chargé d'Affaires ad interim
of the United States of America
City

III

The American Ambassador to the Venezuelan Acting Minister of Foreign Relations

AMERICAN EMBASSY

No. 123

Caracas, Venezuela, December 3, 1951

Excellency :

I have the honor to refer to the Embassy's note No. 73 of September 24, 1951, to which Your Excellency replied by note No. 2593 of October 30, 1951, providing for the contributions to be made by our two Governments to the cooperative program of the Oficina Cooperativa Interamericana de Salud Pública in Venezuela during the six-month period ending December 31, 1951. I wish to call Your Excellency's attention to the fact that the Embassy's note was in error in specifying the amount of Bs. 139,000.00 as the monthly contribution of the Government of the United States of Venezuela. The correct amount is, of course, Bs. 139,583.30, which is one-twelfth of Bs. 1,675,000.00, the amount annually contributed by the Government of the United States of Venezuela to the program.

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

Fletcher WARREN
American Ambassador

His Excellency Rafael Gallegos Medina
Acting Minister of Foreign Relations
Caracas

IV

The Venezuelan Acting Minister of Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCIÓN DE POLÍTICA INTERNACIONAL

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS
OFFICE OF INTERNATIONAL POLICY

Caracas, 28 de diciembre de 1951

Caracas, December 28, 1951

No. 2997

No. 2997

Señor Embajador :

Mr. Ambassador :

Tengo a honra avisar recibo a Vuestra Excelencia de su atenta nota número 123, de fecha 3 de los corrientes, la cual informa acerca del monto de los contribuciones que ha de pagar Venezuela, durante el semestre que finaliza el 31 de diciembre de este año, en virtud del programa establecido por la Oficina Cooperativa Interamericana de Salud Pública.

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 123, dated the 3rd of this month, which supplies information as to the amount of the contributions to be paid by Venezuela, during the six-month period ending December 31 of this year, by reason of the program set up by the Oficina Cooperativa Interamericana de Salud Pública.

Cúmpleme informar a Vuestra Excelencia que he remitido dicha comunicación, a los fines consiguientes, al Ministerio de Sanidad y Asistencia Social.

I must inform Your Excellency that I have transmitted the said communication, for the appropriate purposes, to the Ministry of Health and Social Welfare.

Aprovecho esta ocasión para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

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

R. GALLEGOS M.

R. GALLEGOS M.

Al Excelentísimo Señor
Fletcher Warren
Embajador Extraordinario
y Plenipotenciario
de los Estados Unidos de América
Presente

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

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

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