

No. 2211

UNITED STATES OF AMERICA
and
JORDAN

**Agreement relating to a program of technical co-operation
in Jordan. Signed at Amman, on 12 February 1952**

D. until 30 June 1957 (see article XI).
Official texts: English and Arabic.

Registered by the United States of America on 3 July 1953.

ÉTATS-UNIS D'AMÉRIQUE
et
JORDANIE

**Accord relatif à un programme de coopération technique
en Jordanie. Signé à Amman, le 12 février 1952**

D. jusqu'au 30 juin 1957 (cf. article XI).
Textes officiels anglais et arabe.

Enregistré par les États-Unis d'Amérique le 3 juillet 1953.

No. 2211. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF THE JORDAN RELATING TO A PROGRAM OF TECHNICAL CO-OPERATION IN JORDAN. SIGNED AT AMMAN, ON 12 FEBRUARY 1952

The Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan agree as follows :

Article I

1. Pursuant to the General Agreement for Technical Cooperation signed on behalf of the two Governments at Amman on February 27, 1951,² as amended by an exchange of notes at Amman January 3 and 5, 1952,³ and to the request of the Government of the Hashemite Kingdom of the Jordan, a program of technical cooperation in water resources development, agricultural development, education, health and sanitation, industrial and general development, highway maintenance, government services, and other fields shall be undertaken in the Hashemite Kingdom of the Jordan.

2. The objectives of the Technical Cooperation Program in Jordan are :

a. To promote and strengthen understanding and good will between the peoples of the United States of America and the Hashemite Kingdom of the Jordan and to further the secure growth of democratic ways of life;

b. To facilitate economic development in Jordan through cooperative action on the part of the two Governments;

c. To stimulate and increase the interchange of knowledge, skills and techniques in the fields referred to above.

Article II

1. The Government of the United States of America, subject to the terms and conditions prescribed by law and to arrangements provided for in the General Agreement for Technical Cooperation as amended and in this Agree-

¹ Came into force on 12 February 1952, as from the date of signature, in accordance with article XI.

² United Nations, *Treaty Series*, Vol. 141, p. 55.

³ United States of America, *Treaties and Other International Acts Series* 2640.

ment will furnish to the Government of the Hashemite Kingdom of the Jordan economic and technical assistance as may be requested by it and agreed to by the Government of the United States of America.

2. In its inception the cooperative program in Jordan will include, but not be limited to, activities in the fields of water resources development, agriculture, health and sanitation, education, general resources and industrial development, transportation, and census organization. The programs in water resources, agriculture, health and sanitation, and education will be executed through special cooperative departments to be created for the purpose by the Hashemite Kingdom of the Jordan in the appropriate ministries in accordance with Article IV of this Agreement. Advisory services and industrial surveys will be provided in relation to mineral and industrial development, transportation, and census organization to agencies of the Hashemite Kingdom of the Jordan in accordance with Article V of this Agreement.

3. The Technical Cooperation Administration of the Department of State, jointly with the appropriate agencies of the Hashemite Kingdom of the Jordan, will develop and carry out activities of the following types :

- a. Studies and surveys of the needs of Jordan in the various fields in which the program of technical cooperation will operate;
- b. The initiation and administration of projects in these fields;
- c. The purchase of equipment, supplies and materials needed in carrying out in Jordan the provisions of this Agreement;
- d. Training activities in these fields;
- e. Other activities agreed upon between the two Governments as necessary for the carrying out of this Agreement.

4. To effectuate this program of technical cooperation, the Government of the United States of America with the concurrence of the Government of the Hashemite Kingdom of the Jordan will provide a Technical Cooperation Service for Jordan under a director who will represent the Technical Cooperation Administration in Jordan, will direct the program of the Technical Cooperation Service for Jordan, and will establish appropriate liaison with such officials, committees, or agencies as may be designated by the Government of the Hashemite Kingdom of the Jordan for the purpose of planning, developing, coordinating, and executing jointly with it the total Technical Cooperation Program for Jordan. The Government of the United States of America will also furnish a field staff for the Technical Cooperation Service for Jordan of such size and composition as the Director of the Technical Cooperation Service for Jordan shall deem advisable, subject to the approval of the Gov-

ernment of the Hashemite Kingdom of the Jordan, for the execution of the program. Included on this field staff will be a Chief of Water Resources Development, a Chief of Agricultural Development, a Chief of Health and Sanitation, and a Chief of Education to carry out duties and responsibilities in accordance with Article IV of this Agreement. Advisory services and industrial surveys will be carried out by individual specialists in accordance with the provisions of Article V.

Article III

To effectuate this cooperative program, the Government of the Hashemite Kingdom of the Jordan designates the Economic Committee as the agency of the Hashemite Kingdom of the Jordan, which through the Minister of Economy, shall be responsible for establishing appropriate liaison with Technical Cooperation Service for Jordan for the purpose of planning, developing, and coordinating, and executing the total Technical Cooperation Program in Jordan.

Article IV

1. The Government of the Hashemite Kingdom of the Jordan shall establish as soon as practicable within the Ministry of Finance a Cooperative Department for Water Resources Development to carry out the program of technical cooperation in the field of water resources and shall designate the Technical Cooperation Service for Jordan Chief for Water Resources Development as the chief of this department.

2. The Government of the Hashemite Kingdom of the Jordan shall establish as soon as practicable within the Ministry of Agriculture a Cooperative Department for Agricultural Development to carry out the program of technical cooperation in the field of agricultural development and shall designate the Technical Cooperation Service for Jordan Chief for Agricultural Development as the chief of this department.

3. The Government of the Hashemite Kingdom of the Jordan shall establish as soon as practicable within the Ministry of Health a Cooperative Department for Health and Sanitation to carry out the program of technical cooperation in the field of health and shall designate the Technical Cooperation Service for Jordan Chief for Health and Sanitation as the chief of this department.

4. The Government of the Hashemite Kingdom of the Jordan shall establish as soon as practicable within the Ministry of Education a Cooperative Department for Education to carry out the program of technical cooperation in the field of education and shall designate the Technical Cooperation Service for Jordan Chief for Education as the chief of this department.

5. The joint fund established for the operation of each cooperative department in accordance with the provisions of Article VI of this Agreement shall be used in carrying out the program of the department. Expenditures shall be made from the joint fund only by drafts or checks signed by the chief of the cooperative department and the Minister for the purpose of financing projects which shall have been agreed upon between and signed by the Minister and the Director of the Technical Cooperation Service for Jordan and embodied in a written project work plan designating the kind of work to be done, making the allocation of funds therefor, and containing such other matters as the parties may desire to include. Upon substantial completion of any project a completion memorandum shall be drawn up and signed by the Minister and the chief of the cooperative department, which shall provide a record of the work done, the cost thereof, the problems encountered and solved, and related basic data.

6. The chief of each cooperative department, with the concurrence of the Minister, shall determine the general policies and administrative procedures governing the cooperative program in this field including the planning and carrying out of projects and operations, disbursement of and accounting for funds, the incurrence of obligations of the department, the purchase, use, inventory, control, and disposition of property, the appointment of and discharge of officers and other personnel, the terms and conditions of their employment and other matters.

7. All contracts and other instruments and documents of each cooperative department relating to projects previously agreed upon by the Minister and the Director of the Technical Cooperation Service for Jordan shall be signed by the Chief. The books and records relating to the program of the department shall be open at all times for inspection and audit by authorized representatives of either of the two Governments. The Chief shall make an annual report of the activities of the department to the Minister and to the Director of the Technical Cooperation Service for Jordan and other reports at intervals which may be agreed on by the two Governments.

8. The department may cooperate with and accept assistance and contributions from international organizations of which the two Governments are members, national and local government agencies in Jordan, and organizations of a public or private character. By agreement between the Minister and the Chief, contributions of funds, property, services, and facilities by either or both parties or by third parties may be accepted for use in the program in addition to the contributions required and agreed to by the two Governments under this Agreement.

Article V

1. Advisory services and surveys and other elements of the program for technical cooperation not executed through the cooperative departments established pursuant to the provisions of Article IV shall be executed by the Technical Cooperation Service for Jordan on the basis of project work plans concluded between the Director of the Technical Cooperation Service for Jordan and the Minister of Economy, which shall designate the kind of work to be done, make the allocations of funds therefor, and contain such other matters that the parties may decide to include. These services and surveys shall be financed from the joint fund established for this purpose pursuant to the provisions of Article VI. The Director of the Technical Cooperation Service for Jordan, with the concurrence of the Minister of Economy, shall determine the general policies and the administrative procedures governing the program in these fields, including the planning and carrying out of projects and operations, the disbursement of and accounting for funds, the incurrence of obligations, the purchase, use, inventory, control, and disposition of property, the appointment and discharge of officers, technicians and specialists, and other personnel, the terms and conditions of their employment and assignment, and other administrative matters. Upon substantial completion of any advisory service or survey, a completion memorandum shall be drawn up and signed by the Director of the Technical Cooperation Service for Jordan and the Minister of Economy, which shall provide a record of the advice given or services performed, the cost thereof, the problems encountered and solved, and related basic data.

2. The Technical Cooperation Service for Jordan may cooperate with and accept assistance and contributions from international organizations of which the two Governments are members, national and local government agencies in Jordan, and organizations of a public or private character. By agreement between the Minister and the Director, contributions of funds, property, services, and facilities by either or both parties or by third parties may be accepted for use in the program in addition to the contributions required and agreed to by the two Governments under this Agreement.

Article VI

1. The Government of the United States of America will contribute to the cooperative program the funds necessary to pay the salaries and other expenses of the American members of the field staff. These funds shall be administered by the Technical Cooperation Administration and shall not be deposited to the credit of any of the accounts set forth below in this Article. In addition, from

the date this Agreement enters into force through June 30, 1952, the Government of the United States of America shall deposit to the joint fund accounts of the cooperative departments and of the Technical Cooperation Service for Jordan a total of \$2,780,000 in United States currency in a designated United States Government depository as follows :

To the account of the Cooperative Department for Water Resources Development (Ministry of Finance)	\$875,000
To the account of the Cooperative Department of Agricultural Development (Ministry of Agriculture)	\$380,000
To the account of the Cooperative Department for Health and Sanitation (Ministry of Health).	\$330,000
To the account of the Cooperative Department for Education (Ministry of Education)	\$435,000
To the account of the Technical Cooperation Service for Jordan for the following purposes :	\$760,000
Mineral Development	\$280,000
Transportation Improvement	\$130,000
Census Organization	\$ 50,000
Industrial Development	\$200,000
Training of Specialists, Technicians, and other	\$100,000

There shall also be deposited in such accounts any additional funds which the Government of the United States of America may make available to carry out this Agreement.

2. The Government of the Hashemite Kingdom of the Jordan for the period from the date this Agreement enters into force through June 30, 1952, shall deposit to the joint fund accounts of the cooperative departments of the Technical Cooperation Service for Jordan in the Arab Bank in Amman, Jordan, the sum of 356,980 dinars in currency of Jordan as follows :

To the account of the Cooperative Department for Water Resources Development (Ministry of Finance)	J.D. 232,037
To the account of the Cooperative Department of Agricultural Development (Ministry of Agriculture)	J.D. 35,698
To the account of the Cooperative Department for Health and Sanitation (Ministry of Health).	J.D. 35,698
To the account of the Cooperative Department for Education (Ministry of Education)	J.D. 35,698
To the account of Technical Cooperation Service for Jordan	J.D. 17,849

and such other funds from the local currency account in accordance with Article VII of this Agreement.

3. Any of the dollar funds deposited by the Government of the United States of America in the joint fund accounts set forth in paragraphs 1 and 2 of this Article that are converted into Jordan dinars shall be converted at the par value for Jordan dinars agreed with the International Monetary Fund in effect at the time of each deposit provided that this par value is the single rate applicable to the purchase of dollars for imports into Jordan. If there is no agreed value or if there is more than one rate which is lawfully applicable to the purchase of dollars for imports into Jordan, the exchange rate shall be that import rate (including the amount of any exchange tax, surcharge, or value of any exchange certificate) which, at the time of the deposit will yield the largest amount of Jordan dinars.

4. The scheduling of deposits into the several accounts shall be agreed to in writing by the Director of the Technical Cooperation Service for Jordan and the Minister of Economy. A deposit by either party into any of the joint fund accounts specified in this Article shall be available for withdrawal and expenditure only after the other party has made a proportionate into the same joint fund account in dinars or dollars as required.

5. The funds deposited by either party and not matched by the required proportionate deposit of the other party into the same joint fund account shall be returned to the contributor upon its request unless otherwise agreed to in writing by the parties hereto. Subject to this provision, the balance of all funds deposited to the credit of the various accounts set forth in this Article shall continue to be available for the Technical Cooperation Program in Jordan during the existence of this Agreement without regard to annual periods or fiscal years of either of the parties. All materials, equipment, and supplies acquired for the Technical Cooperation Service for Jordan of the cooperative departments from any of the accounts set forth in this Article shall become the property of the Technical Cooperation Service for Jordan or of the cooperative departments as the case may be and shall be used in the furtherance of this Agreement. At the termination of this Technical Cooperation Program in Jordan, any such materials, supplies, and equipment which remain shall be disposed of pursuant to arrangements agreed upon between the director of the Technical Cooperation Service for Jordan and the Minister of Economy.

6. The Government of the Hashemite Kingdom of the Jordan, in addition to the cash contribution provided for in paragraph 2 above, at its own expense may appoint specialists and other necessary personnel to work in the program of technical cooperation; make available such office space, equipment, supplies and services as it can conveniently provide for this program; and make available the general assistance of other government agencies of the Government of the Hashemite Kingdom of the Jordan for carrying out this program.

7. Interest received on funds in the joint accounts and income from program operations and from the sale of property or produce and other increment of assets of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against the contributions of the Government of the United States of America or of the Government of the Hashemite Kingdom of the Jordan.

8. The Director of the Technical Cooperation Service for Jordan and the Minister of Economy may agree, by a joint memorandum of understanding to transfer to the accounts of various cooperative departments of the Government of the Hashemite Kingdom of the Jordan which are established pursuant to this Agreement, any additional funds deposited to the account of the Technical Cooperation Service for Jordan.

Article VII

The Director of the Technical Cooperation Service for Jordan and the Minister of Economy shall conclude arrangements from time to time providing for the use of the local currency account, which is established pursuant to the provisions of the Agreement for Economic Assistance, signed on behalf of the two Governments on December 20, 1951,¹ at Amman, to carry out the program of technical cooperation provided for in the present Agreement.

Article VIII

The Director of the Technical Cooperation Service for Jordan and Minister of Economy may agree to withhold in the United States of America from the deposit to be made by the Government of the United States of America, in accordance with the provisions of Article VI of the present Agreement, amounts deemed to be necessary for payments to be made in United States dollars outside of Jordan. Such amounts so withheld and expended shall be considered as if deposited under the terms of this Agreement. Any funds so withheld, which are not expended or obligated, shall be deposited upon agreement by the Minis-

¹ United Nations, *Treaty Series* Vol. 157, p. 69.

ter and the Director of the Technical Cooperation Service for Jordan in accordance with the provisions of Article VI, and arrangements made between the Director and the Minister.

Article IX

1. The Government of the Hashemite Kingdom of the Jordan agrees to receive the field staff of the Technical Cooperation Service for Jordan which will discharge the responsibilities of the Government of the United States of America under this Agreement and upon appropriate notification by the Government of the United States of America will consider this field staff and its personnel as part of the Diplomatic Mission of the United States of America to the Government of the Hashemite Kingdom of the Jordan for the purpose of enjoying the privileges and immunities accorded to that Mission and its personnel of comparable rank. The Government of the Hashemite Kingdom of the Jordan will give full cooperation to the field staff, including the provision of facilities necessary for observation and survey of the carrying out of this Agreement, including the use of assistance furnished under it.

2. The Technical Cooperation Service for Jordan and its American personnel shall enjoy the rights and privileges which are enjoyed by governmental divisions or agencies of the Hashemite Kingdom of the Jordan or their personnel while engaged in the operations necessary to carry out the program of technical cooperation in Jordan.

3. Any right, privilege, power or duty conferred by this Agreement upon either a Minister of the Government of the Hashemite Kingdom of the Jordan or on an American Officer of the Technical Cooperation Service for Jordan may be delegated by them to any of their assistants, provided that each such delegation shall be satisfactory to the other party to this Agreement. Whether or not delegates are named, the Ministers and the American Officers shall retain the right to refer any matter to one another for discussion and decision.

Article X

The Government of the Hashemite Kingdom of the Jordan will endeavor to obtain the enactment of such legislation and take such executive action as may be required to carry out the terms of this Agreement.

Article XI

1. This Agreement may be referred to as the "Jordan Program Agreement". It shall enter into force on the date on which it is signed and shall remain in force through June 30, 1957, or until three months after either govern-

ment shall have given notice in writing to the other of intention to terminate it whichever is the earlier, provided, however, that the obligations of the parties under this Agreement for the period after June 30, 1952 shall be subject to the availability of appropriations for the purposes of the program. The parties hereto may later agree in writing upon the amounts each shall contribute and make available each year after June 30, 1952 in carrying out the program after that date.

2. Subject to the provisions of Paragraph 5, Article VI hereof, any funds contributed by either Government which remain unexpended and unobligated on the termination of this Agreement, unless otherwise agreed upon in writing by the parties hereto at that time, shall be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of the Hashemite Kingdom of the Jordan under this Agreement, as it may be amended and extended from time to time.

Article XII

The two Governments will establish procedures whereby the Government of the Hashemite Kingdom of the Jordan will so deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States of America so that such funds shall not be subject to garnishment, attachment, seizure, or other legal processes by any person, firm, agency, corporation, organization, or other government when the Government of the Hashemite Kingdom of the Jordan is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance.

DONE at Amman in duplicate in English and Arabic, both languages being equally authentic, this twelfth day of February, 1952.

For the Government of the United States of America :

Gerald A. DREW

Envoy Extraordinary and Minister Plenipotentiary
of the United States of America

For the Government of the Hashemite Kingdom of the Jordan :

Tawfiq ABULHUDA

Minister of Foreign Affairs of the Hashemite Kingdom
of the Jordan