

No. 2388

**UNITED STATES OF AMERICA
and
ETHIOPIA**

Agreement for a co-operative agricultural education program. Signed at Addis Ababa, on 15 May 1952

Official texts: English and Amharic.

Registered by the United States of America on 28 November 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

Accord relatif à un programme de coopération en matière d'enseignement agricole. Signé à Addis-Abéba, le 15 mai 1952

Textes officiels anglais et amharique.

Enregistré par les États-Unis d'Amérique le 28 novembre 1953.

No. 2388. AGREEMENT¹ FOR A CO-OPERATIVE AGRICULTURAL EDUCATION PROGRAM BETWEEN THE IMPERIAL ETHIOPIAN GOVERNMENT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA. SIGNED AT ADDIS ABABA, ON 15 MAY 1952

The Imperial Ethiopian Government and the Government of the United States of America have agreed as follows :

Article I

Pursuant to the request of the Imperial Ethiopian Government and in accordance with the General Agreement for Technical Cooperation between Ethiopia and the United States of America, signed at Addis Ababa on June 16, 1951,² there shall be initiated a cooperative program in agricultural and mechanical arts education governed by the terms and conditions of said General Agreement, and designed to aid the efforts of the Ethiopian people to use their agricultural and other resources more effectively and thereby to improve their standard of living.

Article II

The objectives of this cooperative program in agricultural and mechanical arts education are :

1. To promote and strengthen friendship and understanding between the people of Ethiopia and the United States of America and to further their general welfare;
2. To aid the efforts of the people of Ethiopia to develop their agricultural and related resources, to improve their working and living conditions and to further their social and economic progress;
3. To this end, to facilitate the development of agricultural and mechanical arts education activities in Ethiopia through cooperative action; and,
4. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agricultural and mechanical arts education.

¹ Came into force on 15 May 1952, as from the date of signature, in accordance with article XII (1).

² United Nations, *Treaty Series*, Vol. 148, p. 39, and Vol. 179, p. 261.

Article III

To carry out the cooperative program a special technical service designated as the Imperial Ethiopian Agricultural College Fund (hereinafter referred to as the Fund) shall be established as an independent agency of the Government of Ethiopia. The Director of the Fund shall be assigned by the United States in accordance with Article VI (1) hereof. The Emperor of Ethiopia will appoint a Special Representative of Vice-Ministerial or higher rank to consult with the Director in all operations of the Fund.

Article IV

1. The Fund shall establish, direct and administer the Imperial Ethiopian College of Agriculture and Mechanical Arts in Ethiopia (hereinafter called the College), which will conduct instructions, lectures, demonstrations, research, experimentation, extension service and other education activities to promote the development and use of agricultural and mechanical techniques among the people of Ethiopia.

2. The Director of the Fund, in agreement with the Special Representative, shall determine the general policies and administrative procedure and the direction of activities and operations of the Fund, the incurrence of obligations, the purchase, inventory, control and disposition of property of the Fund; the appointment and discharge of officers and other personnel of the Fund and the terms and conditions of their employment; and all other administrative matters of the Fund.

3. The President of the College shall be appointed in accordance with the provisions of Article VI hereof, and shall plan, direct and be responsible for all operations and activities of the college, including the admission of students, establishment of curricula, conduct of examinations for the measurement of attainments in learning and conferring of suitable certificates, honors, diplomas and degrees of the college; the disbursement of and accounting for funds, the incurrence of obligations, the purchase, use, inventory, control and disposition of property of the college; the appointment and discharge of personnel of the College and the terms and conditions of their employment, and all other administrative matters; such operations and activities to be in accordance with plans of operation approved by the Director of the Fund and the Special Representative.

4. The Fund shall direct and administer such other projects to promote the objectives of the cooperative program as may be hereafter provided for in operational agreements between the Director and the Special Representative,

which shall define in writing the kind of work to be done, the allocation of funds therefor, and such other matters as the Director and the Special Representative shall desire to include.

5. All contracts and other instruments of the Fund relating to the operations previously agreed upon by the Director and the Special Representative shall be executed in the name of the Fund and signed by the Director. The books and records of the Fund relating to the cooperative agricultural education program shall be open at all times for inspection and audit by authorized representatives of Ethiopia and the United States. The Director shall render an annual report of its activities to Ethiopia and the United States, and other reports at such intervals as may be agreed upon by the parties hereto.

6. It is contemplated that the operations to be undertaken in accordance with this Agreement may include assistance to, and cooperation with, national, departmental and local governmental agencies in Ethiopia, as well as with organizations of a public or private character.

Article V

There is hereby established the Imperial Ethiopian College of Agriculture and Mechanical Arts Board of Trustees, which shall consult with and advise the President of the College on matters of general policy in connection with the activities of the College and shall recommend to the President policies which will promote the effectiveness of the College in training and assisting the Ethiopian people in the improvement of agricultural techniques and rural life. Members of the Board shall be appointed by the Emperor of Ethiopia from among representative persons of broad experience and active interest in the fields of education or agricultural development. The Special Representative shall be the Chairman of the Board. The advice and recommendations of the Board shall be given full consideration by the President of the College in directing its curriculum and activities.

Article VI

The parties hereto shall make the following contributions to the Fund for use in accordance with the terms of this Agreement.

1. The United States, through the Technical Cooperation Administration of the Department of State (hereinafter referred to as TCA), will furnish either through its own agencies or instrumentalities, or through persons or agencies designated to be acceptable to Ethiopia, qualified persons subject to the approval

of the Emperor of Ethiopia, to act as Director of the Fund and to be appointed President of the College respectively and such other technical, administrative and teaching personnel of the Fund and of the College, acceptable to Ethiopia, as the Director and the Special Representative shall approve on the basis of operational programs submitted by the President; and, in accordance with the laws and regulations of the United States, will pay the salaries and allowances of such persons, the costs of transportation for them and their families and for household goods and personal effects to Ethiopia and return. The funds to pay these expenses shall be administered by TCA and shall not be deposited to the credit of the Fund.

2. In addition, the United States through the TCA shall deposit to the credit of the Fund for expenditure by the Fund under the terms and conditions of this Agreement the sum of \$400,000.00 (four hundred thousand dollars) in currency of the United States of America.

3. The Imperial Ethiopian Government will transfer to the College for administration by the Fund at least twenty (20) gashas of suitable land located at places to be agreed upon by the Director and the Special Representative.

4. In addition the Imperial Ethiopian Government will deposit to the credit of the Fund, for expenditure by the Fund under the terms and conditions of this Agreement, \$1,000,000.00 (one million dollars) in currency of Ethiopia.

5. Each deposit required by this Section to be made by one of the parties hereto shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party has been made. Moneys deposited by either party and not matched by the required deposit by the other party shall be returned to the contributor on request.

Article VII

1. It is understood that, subject to the availability of appropriations and provided that the progress of the College is satisfactory to both Governments, the Ethiopian and United States Governments intend to make during the next ten-year period such future contributions to the College as shall be hereafter mutually agreed upon.

2. The Imperial Ethiopian Government, in addition to the cash contribution provided for in Article VI hereof, may make available, at its own expense, pursuant to agreement between the Special Representative and the Director, specialists and other necessary personnel to collaborate with the Fund; such office space, office equipment, furnishings and such other facilities, materials,

equipment, supplies and services as it can conveniently provide; and the general assistance of the governmental agencies of Ethiopia.

3. By agreement between the Director and the Special Representative, contributions of funds, properties, services and facilities by third parties in addition to the funds, properties, services and facilities required to be contributed under this Agreement, may be accepted for use in carrying out the cooperative program in agricultural and mechanical arts education.

Article VIII

1. Such of the funds deposited by TCA to the credit of the Fund as are converted to Ethiopian currency shall be converted at the highest rate which, at the time conversion is made, is available to the United States for its diplomatic and other official expenditure in Ethiopia.

2. Subject to the provisions of Article VI (5) hereof, the balances of all funds deposited to the credit of the Fund pursuant to this Agreement shall continue to be available for the cooperative agricultural education program 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 Fund shall become the property of the Fund and shall be used in the furtherance of this Agreement.

3. Interest received on moneys of the Fund, revenue from the sales of produce or livestock or from the rendering of services and any other increment of assets of the Fund, 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 respective governments.

Article IX

1. All rights and privileges which are generally enjoyed by all other governmental divisions and agencies of the Imperial Ethiopian Government or by their personnel shall accrue to the Fund and to all its personnel to the same extent to which they are available to all such other governmental divisions and agencies or to their personnel.

2. The rights and privileges referred to in this Article IX shall also accrue to the TCA with respect to those of its operations which are related to, and its property which is to be used for, and its personnel which is employed in connection with, the cooperative agricultural education program in Ethiopia.

3. All personnel, who are citizens of the United States and who are not Ethiopian subjects, provided to the Fund by the United States, shall be granted the same tax and customs exemptions as are granted to diplomatic personnel the United States in Ethiopia.

Article X

The Governments of Ethiopia and the United States recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the cooperative agricultural education 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 Special Representative and the Director of Technical Cooperation will encourage the dissemination of such information and will make it available to the media of public information.

Article XI

Any right, privilege, power, or duty conferred by this Agreement upon either the Special Representative or the Director may be delegated by either of them to any of his assistants, provided that each such delegation be satisfactory to the other party to this Agreement. Whether or not such delegates are named, the Special Representative and the Director shall retain the right to refer any matter directly to one another for discussion and decision.

Article XII

1. This Agreement shall enter into force upon the day on which it is signed and shall remain in force for three years therefrom unless previously terminated by sixty days notice in writing by either party to the other party. This Agreement may be extended by mutual agreement of the two parties.

2. Any moneys of the Fund which remain unexpended or unobligated upon the termination of this Agreement shall be returned to the two parties in the proportion of the respective contribution to the Fund made by each party. All property being administered by the Fund at the termination of this Agreement and not yet vested for whatever reason in the College shall thereupon devolve upon the College.

3. The Special Representative shall take the necessary steps to obtain such governmental action as may be required to carry out the terms of this Agreement.

Article XIII

Whenever in the opinion of the Government of the United States of America such action would be necessary to prevent interference with the objectives of the assistance program, the Imperial Ethiopian Government will 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 the same shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement.

DONE at Addis Ababa in the Amharic and the English languages, both of which texts are authentic, this 15th day of May, 1952.

[SEAL]

For the Imperial Ethiopian Government :

AKLILOU

[SEAL]

For the Government of the United States of America :

J. RIVES CHILDS
