

No. 2404

UNITED STATES OF AMERICA
and
PANAMA

Agreement for a co-operative program of agriculture.
Signed at Panama, on 30 June 1952

*D. Until 30 June 1955 (see article XIX),
Official texts: English and Spanish.*

Registered by the United States of America on 1 December 1953.

ÉTATS-UNIS D'AMÉRIQUE
et
PANAMA

Accord relatif à un programme de coopération agricole.
Signé à Panama, le 30 juin 1952

*D. Jusqu'au 30 juin 1955 (cf. article XIX),
Textes officiels anglais et espagnol.*

Enregistré par les États-Unis d'Amérique le 1^{er} décembre 1953.

No. 2404. AGREEMENT¹ FOR A CO-OPERATIVE PROGRAM OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA. SIGNED AT PANAMA, ON 30 JUNE 1952

The Government of the United States of America and the Government of the Republic of Panamá have agreed as follows :

Article I

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Panamá on December 30, 1950,² a cooperative program of agriculture shall be initiated in Panamá. The obligations assumed herein by the Government of the Republic of Panamá will be performed by it through its Ministry of Agriculture, Commerce and Industries (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through The Institute of Inter-American Affairs of the Technical Cooperation Administration, an agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Ministry, on behalf of the Government of the Republic of Panamá, and the Institute, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The Institute, in participating in the cooperative program, may obtain the assistance of any appropriate private, or United States Federal or State Government, organization or agency. This agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said General Agreement for Technical Cooperation.

Article II

The objectives of this cooperative program of agriculture are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Panamá, and to further the secure growth of democratic ways of life ;
2. To facilitate the development of agriculture in the Republic of Panamá through cooperative action on the part of the two Governments ; and

¹ Came into force on 30 June 1952, as from the date of signature, in accordance with article XIX.

² United Nations, *Treaty Series*, Vol. 92, p. 167, and Vol. 180, p. 318.

3. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture.

Article III

It is agreed that this cooperative program of agriculture will include :

1. The furnishing by the Institute of a field party of specialists (hereinafter referred to as the "Field Party") to collaborate in carrying out the cooperative program of agriculture ;

2. The development and carrying out of activities of the following types : (A) Studies and surveys of the needs of the Republic of Panamá in the field of agriculture, and the resources which are available to meet these needs ; and the formulation and continuous adaptation of a program adequate to enable it to meet such needs ; (B) The initiation and administration of projects in the field of agriculture pursuant to written operational agreements between the Minister of Agriculture, Commerce and Industries (hereinafter referred to as the "Minister") and the Institute's Chief of Field Party in Agriculture, which may include activities of the following types : agricultural research, experimentation and teaching ; agricultural extension, including home demonstration training and 4H Club activities ; agricultural development, including small scale irrigation, soil and water conservation, and marketing, storage and processing of agricultural products ; and such other projects in the field of agriculture and related natural resources development, such as forestry and land management, as they hereafter mutually agree upon ; (C) Related training activities.

3. The Parties hereto agree to consider as soon as possible the coordination of the activities now being carried out under the Agreement for a Cooperative Agricultural Development Program signed on behalf of the Government of the United States of America and the Government of the Republic of Panamá on July 30, 1951,¹ with the cooperative agriculture program to be initiated under the terms of this agreement.

Article IV

The Field Party shall be of such size and composition as the Institute shall deem advisable, and shall be under the direction of the Chief of Field Party who shall be the immediate representative in the Republic of Panamá of the Institute in connection with the program covered by this agreement. The Chief of Field Party and the other members of the Field Party shall be selected and appointed by the Government of the United States of America but shall be acceptable to the Government of the Republic of Panamá. The Chief of Field Party will also serve as a member of the staff of the Director of Technical Cooperation in Panamá.

¹ United Nations, *Treaty Series*, Vol. 140, p. 321.

Article V

A special technical service to be known as the Servicio Interamericano de Cooperación Agrícola en Panamá (hereinafter referred to as the "Servicio") shall be established by the Government of the Republic of Panamá within the Ministry and shall act as the Administrative Agency and shall carry out cooperative projects in agriculture as agreed upon. The Chief of Field Party shall be the Director of the Servicio (hereinafter called the "Director"). Members of the Field Party may become officers or employees of the Servicio under such terms and conditions as may be agreed upon by the Minister and the Chief of Field Party.

Article VI

1. Each project, constituting a part of the cooperative program, shall be embodied in a written operational agreement which shall be agreed upon and signed by the Minister, the Director of the Servicio, and the Chief of Field Party, shall define the kind of work to be done, shall make the allocation of funds therefor and may contain such other matters as the parties shall desire to include. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister, the Director of the Servicio, and the Chief of Field Party, which shall provide a record of the work done, the objectives sought to be achieved, the financial contributions made, the problems encountered and solved and related basic data.

2. The selection of specialists, technicians and others in the field of agriculture to be sent to the United States of America or elsewhere at the expense of the Servicio pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Director with the concurrence of the Minister.

3. The general policies and administrative procedures that are to govern the cooperative agricultural program shall be determined by the Director with the concurrence of the Minister. Such general policies and administrative procedures shall govern the carrying out of projects and the operations of the Servicio, such as the disbursement of and accounting for funds, the incurrence of obligations of the Servicio, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Servicio and the terms and conditions of their employment, and all other administrative matters. The Servicio and its personnel shall enjoy the same rights and privileges as are enjoyed by other divisions of the Ministry and by their personnel.

4. All contracts and other instruments and documents of the Servicio relating to the execution of projects previously agreed upon between the Minister and the Chief of Field Party shall be executed in the name of the Servicio and signed by the Director. The books and records of the Servicio relating to the cooperative program of agriculture shall be open at all times for inspection and audit by authorized representatives of the Government of the United States of

America and the Government of the Republic of Panamá. The Servicio shall render an annual report of its activities to the Government of the United States of America and the Government of the Republic of Panamá, to be signed by the Director, and other reports at such intervals as may be agreed upon by the parties hereto.

Article VII

It is contemplated that the projects to be undertaken in accordance with this agreement will include cooperation with national, departmental and local governmental agencies in the Republic of Panamá as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Panamá are members. By agreement between the Minister and the Chief of Field Party contributions of funds, property, services or facilities by either or both parties, or by third parties, may be accepted by the Servicio for use in effectuating the cooperative program of agriculture, in addition to the funds, property, services and facilities required to be contributed under this agreement.

Article VIII

The parties hereto shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this agreement in accordance with the following schedules :

1. The Government of the United States of America during the period from the date of signing of this agreement through June 30, 1955, subject to the availability of appropriations for this purpose beyond June 30, 1952, shall make available the funds necessary to pay the salaries and other expenses of the members of the Field Party, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the Servicio.

2. In addition, for the period from the date of signing of this agreement through December 31, 1952, the Government of the United States of America shall deposit to the credit of the Servicio the sum of six hundred twenty-five thousand dollars (\$625,000.00) in currency of the United States of America, as follows :

September 15, 1952	\$312,500.00
December 15, 1952	\$312,500.00

3. The Government of the Republic of Panamá, for the period from the date of signing of this agreement through December 31, 1952, shall deposit to the credit

of the Servicio the sum of fifty thousand balboas (B/50,000.00) in currency of the Republic of Panamá, as follows :

September 15, 1952	B/25,000.00
December 15, 1952	B/25,000.00

4. Any of the funds deposited by the Government of the United States of America to the credit of the Servicio 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 official expenditures in the Republic of Panamá.

5. Each deposit required by this Article to be made by the parties shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party during the same 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, on its request, prior to the distribution provided for in Article XIII hereof.

6. The Minister and the Chief of Field Party, by written agreement, may amend the schedules for making the deposits required by this Article VIII.

7. The appropriate authorities of the Government of the United States of America and of the Government of the Republic of Panamá may later agree in writing upon the amount of funds that each Government will contribute and make available each year for use in carrying out the program during the period from June 30, 1952 through June 30, 1955.

Article IX

Subject to the provisions of Paragraph 5 of Article VIII hereof, the balances of all funds deposited to the credit of the Servicio pursuant to Article VIII of this agreement shall continue to be available for the cooperative program of agriculture 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 Servicio shall become the property of the Servicio and shall be used in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of the Republic of Panamá.

Article X

The Government of the Republic of Panamá, in addition to the cash contribution provided for in Paragraph 3 of Article VIII hereof, will at its own expense, pursuant to agreement between the Minister and the Chief of Field Party :

1. Appoint specialists and other necessary personnel to collaborate with the Field Party ;

2. Make available such land, buildings, office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as it can conveniently provide for the said program ;

3. Make available the general assistance of the other governmental agencies of the Government of the Republic of Panamá for carrying out the cooperative program of agriculture.

Article XI

Interest received on funds of the Servicio and any other increment of assets of the Servicio, 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 Republic of Panamá.

Article XII

The Minister and the Chief of Field Party may agree to withhold in the United States of America, from the deposits to be made by the Government of the United States of America to the credit of the Servicio, the amounts deemed to be necessary for payments to be made outside of the Republic of Panamá in United States dollars. Such amounts so withheld and expended shall be considered as if deposited under the terms of this agreement. Any funds so withheld, not expended or obligated, shall be deposited to the credit of the Servicio at any time, upon agreement between the Minister and the Chief of Field Party.

Article XIII

Subject to the provisions of Paragraph 5 of Article VIII hereof, any funds of the Servicio which remain unexpended and unobligated on the termination of the co-operative program of agriculture shall, unless otherwise agreed upon in writing by the parties hereto at that time, 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 Republic of Panamá under this agreement, as it may be from time to time amended and extended.

Article XIV

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

Article XV

1. All rights and privileges which are enjoyed by other governmental divisions or agencies of the Government of the Republic of Panamá or by their personnel shall accrue to the Servicio and to all its Panamanian personnel. Such rights and privileges shall include, but shall not be limited to, free postal, telegraph, and telephone service, passes on railroads administered by the Government of the Republic of Panamá, the right to rebates or preferential tariffs allowed by domestic companies of maritime or river navigation, air travel, telegraph, telephone, or other services, as well as exemption from excises, imposts, and stamp taxes to the extent that they are available to other agencies of the Government of the Republic of Panamá.

2. The rights and privileges referred to in paragraph 1 of this Article XV pertaining to communications, transportation and exemption from excises, imposts and stamp taxes shall also accrue to the Institute and to personnel furnished by or on behalf of the Government of the United States of America in connection with the cooperative program of agriculture, whether or not such personnel are employees of that Government, with respect to operations which are related to and property which is to be used for the cooperative program.

3. Article IV of the General Agreement for Technical Cooperation, between the Government of the United States of America and the Government of the Republic of Panamá signed on December 30, 1950, is hereby made applicable to all personnel and accompanying members of their families, furnished by or on behalf of the Government of the United States of America in connection with the cooperative program in agriculture, whether or not such personnel are employees of that Government.

Article XVI

The parties hereto declare their recognition that the Institute, being an agency of the United States of America, wholly directed and controlled by the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of the Republic of Panamá, which are enjoyed by the Government of the United States of America.

Article XVII

Any right, privilege, power or duty conferred by this agreement upon either the Minister or the Chief of Field Party may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Minister and the Chief of Field Party to refer any matter directly to one another for discussion and decision.

Article XVIII

The Government of the Republic of Panamá 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 XIX

This agreement may be referred to as the "Cooperative Agricultural Program Agreement". It shall become effective on the date of signing of this agreement and shall remain in force through June 30, 1955 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is earlier ; provided, however, that the obligations of the parties under this agreement for the period from June 30, 1952 to 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 Article VIII, paragraph 7, hereof.

DONE in duplicate, in the English and Spanish languages, at Panamá, this thirtieth day of June, 1952.

	For the Government of the United States of America :
[SEAL]	John C. WILEY
	For the Government of the Republic of Panama :
[SEAL]	Ignacio MOLINO