

No. 2409

**UNITED STATES OF AMERICA
and
LEBANON**

**Technical Co-operation Program Agreement. Signed at
Beirut, on 26 June 1952.**

D: indiv (see article XI),

Official texts: English and Arabic.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBAN**

**Accord relatif à un programme de coopération technique.
Signé à Beyrouth, le 26 juin 1952**

Textes officiels anglais et arabe.

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

No. 2409. TECHNICAL CO-OPERATION PROGRAM AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON. SIGNED AT BEIRUT, ON 26 JUNE 1952

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Lebanon, signed at Beirut on May 29, 1951, and ratified by an Act of the Parliament of Lebanon dated December 13, 1951;² and

Pursuant to note of January 5, 1952,³ signed by the Prime Minister as Acting Minister of Foreign Affairs of Lebanon and submitted by the Ministry of Foreign Affairs to the Minister of the United States of America in Lebanon, requesting the Government of the United States to cooperate in a program of water resource development, natural resources development, public works, industry, agriculture, social affairs, education, public health and such other fields as may be agreed upon.

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

Article I

The two Governments shall undertake technical cooperation programs in water and other natural resources development, agriculture, forestry, fisheries, health, education, industry, tourism, communications, social affairs, and training of Lebanese technicians, and other fields as may be agreed upon, to improve and develop the economy in Lebanon and to stimulate and increase the interchange between the two countries of knowledge, skills and technical ability.

Article II

1. The obligations assumed in this Agreement by the Government of the United States of America will be performed by it through the Technical Cooperation Administration of the Department of State, an agency of the Government of the

¹ Came into force on 26 June 1952, as from the date of signature, in accordance with article XI.

² United Nations, *Treaty Series*, Vol. 160, p. 49.

³ United States of America : *Treaties and Other International Acts Series* 2639.

United States of America (hereinafter referred to as the "Administration"). The said Administration may likewise represent the Government of the United States of America in the exercise of any right or action arising out of this Agreement.

The Administration and its Technical Cooperation Service in Lebanon on behalf of the Government of the United States of America, and the appropriate Ministries of the Government of Lebanon on behalf of that Government, shall participate jointly in planning, budgeting, scheduling, and administering the cooperative program.

2. The Administration will establish a Technical Cooperation Service in Lebanon which shall be of such size and composition as the Administration shall deem advisable, the Director of which shall be the immediate representative in Lebanon of the Administration in connection with the technical cooperation program covered by this Agreement.

3. Any right, power or duty conferred by the Agreement upon the Director of the Technical Cooperation Service in Lebanon may be delegated in whole or in part by him to any of his assistants.

4. The Government of the United States of America will furnish the Technical Cooperation Service in Lebanon a staff of technicians in each field covered, of such size and composition as the Administration shall deem feasible, subject to the approval of the Government of Lebanon, for execution of the cooperative program. Each of the technical staffs provided for this program will be headed by a Chief selected and appointed by the Administration but who shall be acceptable to the Government of Lebanon. The Chief of each Technical Staff will serve as the principal adviser to the Director of the Technical Cooperation Service in Lebanon. Subject to the overall operational policies and direction of the Director, the Chief of the Technical Staff in each of the respective fields will collaborate with the Ministry concerned in carrying out the cooperative program.

Article III

1. This Agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the General Agreement for Technical Cooperation, as more specifically described in this Agreement.

2. This cooperative program will include :

a. Studies and surveys of the needs and opportunities in Lebanon in the fields listed above.

b. The purchase of equipment, supplies and materials needed in carrying out in Lebanon the provisions of this Agreement.

c. Training activities in these fields.

d. The initiation and administration of technical cooperation projects

in these fields in Lebanon pursuant to written project agreements between the Director of the Technical Cooperation Service in Lebanon and the Lebanon Ministry within which the activity falls. Project agreements shall include a description of the projects to be undertaken, the location of the projects, the results to be obtained, the persons or agencies to carry out the work, the portions of the funds provided for in this Agreement to be made available for such projects, provisions governing the expenditure of funds, provisions for the employment of specialists and officials and the conditions of their appointment and dismissal and all that relates to their wages, salaries and compensations, the designation of procurement officials to be charged with the procurement of the necessary equipment, supplies and materials required for the project, provision for administration of the project by the Government of Lebanon after completion, and such other appropriate implementing provisions as may be required to assure effective utilization of the project.

Article IV

It is contemplated that the projects to be undertaken in accordance with this Agreement will include, at the request of the Government of Lebanon, and by agreement between the two parties, cooperation with municipal agencies, and also with organizations of a public or private character, and international organizations of which the United States of America and Lebanon are members.

Article V

1. The Director of the Technical Cooperation Service and the Lebanese Ministry having jurisdiction over the activity shall, by agreement, determine the general policies and procedures covering operations under the cooperative program including the carrying out of projects, 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 and other personnel and the terms and conditions of their employment, and all other administrative matters.

2. Lebanese employees and specialists employed with funds made available pursuant to Article VI of this Agreement shall, whether temporary or permanent, be considered employees of the Ministry having jurisdiction over the activities, unless otherwise specified in the project agreements, but shall be subject to the technical direction of the Chief of the Technical Staff in performance of duties assigned as part of the cooperative program.

3. The Governments of the United States and Lebanon will grant to each other full opportunity to ascertain the uses made of the funds made available pursuant to Article VI of this Agreement, including reciprocal access to the pertinent documents, books and records.

4. Upon substantial completion of a project embodied in a written project agreement as set forth in Article III, a Completion Report shall be drawn up and signed by the Director of the Technical Cooperation Service and the Lebanese Ministry having jurisdiction over the activity, which shall provide a record of the work done, the objectives attained, the financial contributions made, the problems encountered and solved and related information.

Article VI

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 :

1. The Government of the United States of America, during the period from the date of signing of this Agreement through June 30, 1952, shall make available the funds necessary to pay the salaries and other expenses of the Technical Cooperation Service in Lebanon, except as made available by the Government of Lebanon as provided in this Article.

2. In addition, for the period from the date of the signing of this Agreement through June 30, 1952, the Government of the United States shall contribute the following sums totaling \$3,100,000 in United States currency, to be used in carrying out the cooperative program in each of the fields of activity noted.

Natural Resources, Water and Rural Improvement	\$1,500,000
Agriculture and Forestry	640,000
Public Health	300,000
Education	200,000
Industry and Tourism	100,000
Social Affairs	100,000
Communications	25,000
Training in all fields	235,000

Any additional funds which the Government of the United States may contribute under this Agreement for use in these or other fields of activity may be provided for in supplementary agreements.

The funds listed above shall be retained by the Technical Cooperation Administration and shall be expended for use in projects only pursuant to project agreements between the Director of the Technical Cooperation Service and the Lebanese Ministry having jurisdiction over the particular activity.

These funds shall be provided in addition to the costs of the United States technicians that are to be borne by the United States. However, any direct United States expenditures or obligations such as contract fees or equipment

being procured by the United States for the program will be counted against the United States contribution.

3. The Government of Lebanon, for the period from the date of signing of this Agreement through June 30, 1952, shall contribute the following sums totaling LL 1,181,600 in currency of Lebanon, to be used in carrying out the cooperative program in each of the fields of activity noted :

Natural Resources, Water and Rural Improvement	LL 200,000
Agriculture and Forestry	183,000
Public Health	329,000
Education	373,000
Industry and Tourism	66,600
Social Affairs	30,000

Any additional funds which the Government of Lebanon may contribute under this Agreement for use in these or other fields of activity may be provided for in supplementary agreements.

The funds listed above shall be retained by the Government of Lebanon and shall be expended for use in projects only pursuant to project agreements between the Director of the Technical Cooperation Service and the Lebanese Ministry having jurisdiction over the particular activity.

In addition, the Government of Lebanon shall, at its own expense, and for use in the cooperative program in the fields covered by the Agreement, provide such services of specialists and other personnel, office space, office equipment and furnishings, and other facilities, materials, equipment, supplies and services, as are jointly agreed upon as necessary for approved projects by the Director of the Technical Cooperation Service and the Ministry having jurisdiction over the particular activity.

Article VII

Subject to the provisions of this Agreement and to the relevant laws applicable in their respective countries, the balances of all funds made available for the purposes of this cooperative program shall continue to be available for such purposes during the existence of this Agreement without regard to annual periods or fiscal years of either of the Governments. All materials, equipment and supplies acquired from the funds made available pursuant to Article VI of this Agreement by the two Governments for this cooperative program shall, unless otherwise specified in the project agreements, become the property of the Lebanese Ministry having jurisdiction over the activity, under conditions to be specified in the project agreements assuring their continued use in the cooperative program of economic development.

Article VIII

The Government of Lebanon, in addition to the contributions provided for in paragraph 3 of Article VI of this Agreement, shall provide the general assistance and cooperation of other agencies of the Government of Lebanon for carrying out the cooperative program.

Article IX

That portion of the funds made available by each country for the purpose of the cooperative program remaining unexpended or unobligated for specific projects at the termination of this Agreement shall revert to the Government by which such funds were made available, unless otherwise provided by agreement.

Article X

It is understood that, in accordance with Lebanese law and accepted international legal practice, all funds allocated to or derived from any program of assistance undertaken by the Government of the United States in cooperation with the Government of Lebanon shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

Article XI

This Agreement may be referred to as the "Technical Cooperation Program Agreement." It shall enter into force on the date on which it is signed and shall remain in force for one year, renewed automatically, or until three months after either Government shall have given notice in writing to the other of the intention to terminate it; provided, however, that the obligations of the two Governments under this Agreement for the period after June 30, 1952, shall be subject to the availability of appropriations to both parties for the purpose of the program, and will be specified in new supplementary agreements.

DONE in Beirut on the 26th day of June, 1952, in duplicate in English and in Arabic, both texts being equally authentic.

For the Government of the United States of America : Harold B. MINOR Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Lebanon	For the Government of the Lebanon : Sami SOLH President of the Council of Ministers, Acting Minister of Foreign Affairs
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