

No. 2703

**UNITED STATES OF AMERICA
and
IRAN**

**Exchange of notes constituting an agreement relating to
technical co-operation. Tehran, 19 and 20 January 1952**

Official texts: English and Persian.

Registered by the United States of America on 26 October 1954.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAN**

**Échange de notes constituant un accord relatif à la coopé-
ration technique. Téhéran, 19 et 20 janvier 1952**

Textes officiels anglais et persan.

Enregistré par les États-Unis d'Amérique le 26 octobre 1954.

No. 2703. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND IRAN RELATING TO TECHNICAL CO-OPERATION. TEHRAN, 19 AND 20 JANUARY 1952

I

The Director of the American Technical Cooperation Mission to the Iranian Prime Minister

AMERICAN EMBASSY

Tehran, Iran, January 19, 1952

Excellency :

With reference to the program of Technical Cooperation for Economic Development of Iran through the individual efforts of the Government of Iran and through the joint efforts of the Government of Iran and the Government of the United States of America previously discussed between the two Governments, I desire to set forth the proposed Program and method of operation for the consideration of the Government of Iran.

The Government of the United States of America is prepared to make available a maximum of twenty-three million dollars during the current year ending June 30, 1952 for such technical cooperation programs as may be requested by the Government of Iran and agreed to by the Government of the United States of America. The Government of Iran will, as its fair share of the cost of such programs, contribute such facilities, funds, and services in Iran as it determines that it can make available for such purposes. This contribution by the Government of Iran shall include the net proceeds or revenue realized from the joint projects undertaken pursuant hereto.

It is understood that the agreements subsidiary hereto embodying the projects requested by the Government of Iran and approved by the Government of the United States of America hereunder shall be negotiated between the appropriate minister or other representative or organization designated by the Prime Minister of the Government of Iran and the Chief of the Technical Cooperation Mission of the Government of the United States of America in Iran. These project agreements shall include description of the scope and duration of the proposed technical cooperation project, its method of operation, its means of financing, and the respective contributions of the two Governments.

¹ Came into force on 20 January 1952, by the exchange of the said notes.

The Government of Iran agrees to receive a special Technical Cooperation Mission which will discharge the responsibilities of the Government of the United States of America in connection with the technical cooperation programs and, upon appropriate notification from the Government of the United States of America, the Government of Iran will consider, to the fullest extent possible under the Constitution of Iran and existing acts of its Legislature, this special mission and its personnel as part of the diplomatic mission of the United States of America in Iran for the purpose of enjoying the privileges and immunities accorded to that mission and its personnel of comparable rank ; any duty, tax, or other charge for the payment of which the special mission or any of its personnel or accompanying members of their families may be liable, but from which the diplomatic mission or its personnel or accompanying members of their families would under similar circumstances be exempt shall be paid by the Government of Iran, and any commodity or personal property on which duty or other charges imposed upon importation shall accordingly be so paid shall upon arrival in Iran be released immediately from Customs to the consignee.

The two Governments will establish procedures whereby the Government of Iran 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 Iran is advised by the Government of the United States of America that any such legal process would interfere with the attainment of the objectives of the program of assistance.

The two Governments will, upon the request of either of them, consult with regard to any matter relating to the application of the Technical Cooperation Program undertaken pursuant hereto or to operations or arrangements carried on pursuant thereto or pursuant to any project agreements subsidiary hereto.

Any taxes, including duties and other charges imposed on importation, from which funds, materials, and equipment introduced into Iran by the Government of the United States of America in furtherance of the Technical Cooperation Program undertaken pursuant hereto are not exempt shall be paid by the Government of Iran and such materials and equipment on which duties or other charges imposed upon importation shall accordingly be so paid shall upon arrival in Iran be released immediately from Customs to the consignee and such funds shall to the fullest extent possible under the Constitution of Iran and existing acts of its Legislature be exempt from investment or deposit requirements and currency control.

The two Governments realize that the operating agencies through which the Technical Cooperation Program undertaken pursuant hereto is executed will be required to convert a portion of the dollars contributed by the Government of the

United States of America into rials. In partial consideration of such contribution by the Government of the United States of America, the Government of Iran undertakes to so utilize the dollars contributed by the Government of the United States of America and converted into rials as to supplement the importation into Iran of such commodities and services as the appropriate representative of the Government of Iran and the Chief of the Technical Cooperation Mission of the Government of the United States of America in Iran agree will further the objectives of the Program and contribute to the economic development of Iran. In making any such conversion of dollars to rials the rate of exchange to be used for the purpose shall be the par value of the rial agreed at such time with the International Monetary Fund provided that this agreed par value is the single rate applicable to the purchase of dollars for imports into Iran. In the absence of such a par value, the rate of exchange shall be that rate (including the amount of any exchange tax or surcharge or the value of any exchange certificate) lawfully applicable to imports into Iran at the time of each conversion: provided, that if different rates of exchange are applicable to different categories of imports, the rate used for this purpose shall be mutually agreed between the two Governments.

To the extent that goods, materials, and equipment are received under this Program by the Government of Iran for sale within Iran, the Government of Iran shall deposit to the credit of the Government of the United States of America the local currency accruing to the Government of Iran from the sale thereof, unless otherwise agreed to between the Technical Cooperation Administration director in Iran and the appropriate representative of the Government of Iran, into a local currency account to be established by the Government of the United States of America in a bank in Iran. Such account shall be utilized in support of the Technical Cooperation Program.

The Governments of the United States of America and Iran will endeavor to give full publicity to the objectives and progress of the Technical Cooperation Program carried on pursuant hereto and no less frequently than once a year the Governments of Iran and the United States of America will make public in their respective countries periodic reports on the Technical Cooperation Program carried on pursuant hereto which shall include information as to the use of funds, materials, equipment, and services.

The proposed Program shall enter into force on the date on which the Government of Iran indicates its concurrence in the proposed Program and shall continue until three months after either Government shall have given notice in writing to the other of its intention to terminate such Program.

If the proposed Technical Cooperation Program and the method of operation under it proposed herein are acceptable to Your Excellency's Government, it is requested that you notify me of Your Excellency's concurrence herein on behalf of the Government of Iran.

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

W. E. WARNE
 William E. Warne
 Director, Technical Cooperation Mission
 of the United States of America

His Excellency Dr. Mohammad Mosadeq
 Prime Minister
 Imperial Government of Iran
 Tehran

II

*The Iranian Prime Minister to the Director of the American Technical
 Cooperation Mission*

[PERSIAN TEXT — TEXTE PERSAN]



تاریخ ۱۳۰۲/۱۰/۱۳
 شماره ۴۸۴۳
 پرست

آقای ویلیام ای. وارن رئیس هیئت همکاری فنی کشورهای متحده امریکا

پیشنهاد مورخه ۱۹ ژانویه جنابعالی واصل و در هیئت وزیران مطرح و مورد موافقت

واقع گردید برای اجرای برنامه همکاری فنی جنابان آقایان دکتر ملکی وزیر بهداشت و دکتر

حسینی وزیر فرهنگ - مهندس طالقانی وزیر کشاورزی و مهندس زنگنه مدیر عامل سازمان برنامه

از طرف دولت تعیین گردیده اند ریاست این هیئت با جناب آقای دکتر ملکی وزیر بهداشت و

خواهد بود.

نخست وزیر - دکتر محمد مهدی

احترامات فائده ران تقدیم میدارد.

[TRANSLATION¹ — TRADUCTION²]

*The Iranian Prime Minister to the Director of the American Technical
Cooperation Mission*

(OFFICE OF) THE PRIME MINISTER

No. 28842

29/10/30 (January 20, 1952)

Mr. William E. Warne

Director of the Technical Cooperation Mission
of the United States of America

Your Excellency's proposal dated January 19th has been received and has been presented and agreed to by the Council of Ministers. For the carrying out of the Technical Cooperation Plan, their Excellencies Dr. Maleki, Minister of Health, Dr. Hesabi, Minister of Education, Engineer Taleghani, Minister of Agriculture, and Engineer Zanganeh, Managing Director of the Plan Organization, have been appointed by the Government. His Excellency, Dr. Maleki, the Minister of Health, will be the Chairman of this committee.

With highest consideration,

Dr. Mohammad MOSADEQ
Prime Minister

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

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