

No. 2457

**UNITED STATES OF AMERICA
and
LIBERIA**

**Agreement for the establishment of the Liberian-American
Joint Fund for Technical Co-operation to carry out the
Liberian Aerial Photographic Project. Signed at Mon-
rovia, on 15 December 1952**

Official text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBÉRIA**

**Accord relatif à la création d'un Fonds commun libéro-
américain de coopération technique pour la réalisation
d'un programme de photographie aérienne au Libéria.
Signé à Monrovia, le 15 décembre 1952**

Texte officiel anglais.

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

No. 2457. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA FOR THE ESTABLISHMENT OF THE LIBERIAN-AMERICAN JOINT FUND FOR TECHNICAL CO-OPERATION TO CARRY OUT THE LIBERIAN AERIAL PHOTOGRAPHIC PROJECT. SIGNED AT MONROVIA, ON 15 DECEMBER 1952

The Government of the United States of America and the Government of the Republic of Liberia,

Desiring to carry out more effectively the aims and purposes of the General Agreement for Technical Assistance and Cooperation between the two Governments, signed at Washington on December 22, 1950,² and in accordance with the provisions of subparagraph 4 of the second paragraph of the Memorandum of Understanding between the two Governments on the Establishment of a Joint Liberian-United States Commission for Economic Development, signed at Washington on December 22, 1950.³

Have agreed that the Liberian Aerial Photographic Project in Liberia shall be carried out in accordance with the following provisions :

Article 1

The obligations assumed herein by the Government of the Republic of Liberia will be performed by it through its Department of the Treasury. The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "TCA"), an agency of the Government of the United States of America, which shall maintain in Liberia a technical mission of personnel acceptable to the Government of Liberia.

Article 2

There is hereby established as an agency of the Government of Liberia, the Liberian-American Joint Fund for Technical Cooperation to carry out the Liberian

¹ Came into force on 15 December 1952, as from the date of signature, in accordance with article 10.

² United Nations, *Treaty Series*, Vol. 92, p. 145, and Vol. 180, p. 308.

³ United Nations, *Treaty Series*, Vol. 133, p. 69.

Aerial Photographic Project (hereinafter referred to as the "Joint Fund"). The Joint Fund shall administer the project in accordance with provisions of this agreement. The Secretary of the Treasury of the Republic of Liberia or his designee and the TCA Director of Technical Cooperation or his designee shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund shall be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this agreement.

The books and records of the Joint Fund 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 Liberia. The Co-Directors shall render an annual report of the activities of the Joint Fund to the Government of the United States of America and the Government of Liberia, and other reports at such intervals as may be directed by the Commission.

Article 3

The general policies and administrative procedures that are to govern the project and the operations of the Joint Fund, including the incurrence of obligations against the Joint Fund under the terms of this agreement and the disbursement and accounting for funds to support the project, shall be determined jointly by the Co-Directors. The agreement between the Liberian-American Joint Fund for Technical Cooperation and Aero Service Corporation and other instruments and documents relating to the execution of the project shall be executed and signed by the two Co-Directors.

Article 4

No funds shall be withdrawn from the Joint Fund for any purpose except to carry out the Liberian Aerial Photographic Project. Withdrawals shall be made by issuance of a suitable withdrawal document signed by both Co-Directors. Each Co-Director may designate a representative who may be empowered to sign such withdrawal documents on his behalf. Such designation shall be operative only upon notice in writing to the Bank and the other Co-Director. The Co-Directors shall include in the deposit agreement to be made with the bank of deposit a provision that the Bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than as provided herein.

Article 5

Any funds of the Joint Fund which remain unexpended and unobligated on termination of the project 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 two governments under this agreement.

Article 6

All materials, equipment and supplies acquired by the Joint Fund for the carrying out of this project shall become and remain the property of the Joint Fund. Any materials, equipment or supplies remaining at the termination or completion of the project shall be disposed of in accordance with agreement of the two Governments.

Article 7

Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund of whatever nature or source, shall be devoted to the carrying out of the technical cooperation program of Liberia and shall not be credited against the contribution of either Government.

Article 8

Any rights, privilege, power or duty conferred by this Agreement upon the Co-Directors may be delegated by either of them to any designated representative provided that each such delegation be satisfactory to the other Co-Director.

Article 9

The Government of the United States of America shall contribute to the Joint Fund the sum of Three Hundred Thousand Dollars (\$300,000.00). The Government of the Republic of Liberia shall contribute to the Joint Fund the sum of Two Hundred Thirty-Four Thousand Dollars (\$234,000.00). Contributions of both governments shall be deposited in installments as required by the Co-Directors to make payments to carry out the agreement. Installments shall be in proportion of three U. S. dollars to two Liberian dollars until final completion of deposit and shall be made in the Bank of Monrovia, Inc., Monrovia, Liberia, or the Riggs National Bank, Washington, D. C. as may be agreed upon by the Co-Directors as necessary to meet payments.

These funds shall be subject to withdrawal in accordance with provisions of Article 4 of this agreement.

Article 10

This agreement may be referred to as the " Joint Fund Agreement for the Photographic Project ". It shall enter into force on the date on which it is

signed and shall remain in force while the General Agreement for Technical Assistance and Cooperation is in force, until completion of the project, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier.

DONE at Monrovia, in duplicate, this 15th day of December, 1952.

For the Government of the United States of America :

Witness

John W. Davis
County Director, T.C.A.

Edward R. DUDLEY
American Ambassador

For the Government of the Republic of Liberia :

Witness

Joseph Graham

M. DUKULY
Acting Secretary of State