

No. 2872

**UNITED STATES OF AMERICA
and
IRAQ**

Exchange of notes constituting an agreement relating to a technical co-operation program of economic development. Baghdad, 23 October and 16 November 1952

Official texts: English and Arabic.

Registered by the United States of America on 13 July 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
IRAK**

Échange de notes constituant un accord relatif à un programme de coopération technique en matière de développement économique. Bagdad, 23 octobre et 16 novembre 1952

Textes officiels anglais et arabe.

Enregistré par les États-Unis d'Amérique le 13 juillet 1955.

No. 2872. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND IRAQ RELATING TO A TECHNICAL CO-OPERATION PROGRAM OF ECONOMIC DEVELOPMENT. BAGHDAD, 23 OCTOBER AND 16 NOVEMBER 1952

I

The American Embassy to the Iraqi Ministry of Foreign Affairs

No. 235

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Iraq and has the honor to refer to the General Agreement for Technical Cooperation concluded between Iraq and the United States of America, which was signed in Baghdad on April 10, 1951.²

Pursuant to the said General Agreement and to the request of the Government of Iraq (Ministry of Foreign Affairs Note No. Qaf/2165/305/101 of July 27, 1952),³ the Government of the United States now is prepared to cooperate further in a program of technical assistance in the economic development of Iraq. It is the purpose of this Note to establish the necessary legal and administrative arrangements for the Government of the United States to make available to the Government of Iraq, from time to time, such technicians, specialists, experts, training opportunities and supporting administrative personnel as the two Governments may agree upon and incorporate in future exchanges of Notes between the Esteemed Ministry and this Embassy for the staff of the Development Board for technical assistance programs and operational work. Such persons may be detailed in turn by the Development Board to the several Ministries of the Government of Iraq. 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.

The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration, an agency of the Government of the United States of America (hereinafter referred to as the "Administration"). The Administration will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under these arrangements. The personnel furnished pursuant to this Agree-

¹ Came into force on 16 November 1952 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 151, p. 179.

³ Not printed by the Department of State of the United States of America.

ment shall be selected and appointed by the Government of the United States of America, and shall be acceptable to the Government of Iraq. Assignments shall be for periods of two years except in those instances where shorter assignments are requested for the purpose of special studies and investigation.

Persons assigned under this Agreement as staff members of the Development Board shall be subject to the administrative supervision of the United States Director of Technical Cooperation in Iraq for purposes of pay and allowances and other servicing as employees of the United States Government. They shall be under the operational control of the Development Board, which will make assignments to duty in consultation with the United States Director of Technical Cooperation in Iraq, and in accordance with purposes for which the specialists have been recruited. Such personnel shall not be required to report to the United States Director of Technical Cooperation in Iraq on any matters which the Development Board shall deem confidential. Such personnel shall be granted by the Government of Iraq all rights and privileges which it grants to other personnel employed by the Development Board. Persons assigned under this agreement to the several Ministries of the Government of Iraq for technical assistance and program work therein, shall have the same status as persons assigned under the several program agreements made between the Governments of Iraq and of the United States pursuant to the General Agreement for Technical Cooperation.

It is agreed between the parties hereto that the Government of the United States shall pay the salaries, allowances, recruitment costs, and costs of international travel of persons and of transportation of their effects, of all personnel furnished under these arrangements, and that the Development Board of the Government of Iraq will contribute to the United States Mission for Technical Cooperation in Iraq, an amount in Iraq dinars equivalent to an amount in dollars for each person (exclusive of the United States member of the Development Board) furnished pursuant to these arrangements (said amount to be a standard rate of reimbursement for each person to be agreed to in advance between the Development Board and the United States Director of Technical Cooperation in Iraq). Such contribution shall be computed at the rate of exchange established by the International Monetary Fund, or if such rate of exchange has not been established by this Fund, then at the rate which at the time the contribution is made is available to the Government of the United States of America for its diplomatic and other official expenditures in Iraq, or at the commercial rate, whichever is higher.

Contributions by the Development Board to the Technical Cooperation Administration of the Department of State, to be used solely as part of the United States contribution to other technical cooperation programs in Iraq, shall be made quarterly (January 1, April 1, July 1, September 1) in advance, in an amount based on the number of technical assistance personnel expected to be on duty under the provisions of this Agreement during that quarter, and as specified in the request for funds which will be submitted by the Administration

to the Development Board prior to each quarter. These quarterly contributions shall be subject to adjustment at the end of each quarter on the basis of personnel, covered by this Agreement, actually on duty during the quarter, and the necessary adjustment shall be reflected appropriately in the contribution made for the succeeding quarter. A person having arrived in Iraq during a given quarter shall be deemed to have been on duty for the whole of that quarter, if he has been in Iraq for half or more of the total calendar days in the quarter; he shall be deemed not to have been on duty during that quarter if he has been in Iraq for less than one-half of the total calendar days in that quarter. An initial contribution for the quarter or part-quarter immediately following the effective date of this Agreement shall be made immediately after this Agreement becomes effective and shall cover personnel already in Iraq as well as those expected to come on duty during the quarter or part-quarter concerned.

For the purpose of computing the above-mentioned quarterly contribution there shall be maintained by exchange of memoranda between the Secretary General of the Development Board and the United States Director of Technical Cooperation, a current list of persons covered by this Agreement showing beginning and ending dates and applicable rate of reimbursement.

The Development Board of the Government of Iraq at its expense and in addition to the contributions provided for in the paragraphs above shall also furnish or pay the cost of: housing for the technicians, specialists, experts and supporting administrative personnel when or where same cannot be rented or leased by said personnel because of shortage or non-availability in the area; office space and facilities, equipment, supplies, secretarial and other personnel assistance; appropriate personnel to receive training in the various activities involved; motor vehicles and motor vehicle operating and maintenance expenses for travel on official business within Iraq; and other costs of official transportation, travel and communications within Iraq.

These arrangements shall become effective on the date of the Esteemed Ministry's reply Note concurring in the arrangements set forth above and shall remain in force until December 31, 1956, or until three months after either Government shall have given notice in writing to the other of intention to terminate, whichever is earlier. The obligation of the parties under this Agreement shall be subject to the availability of appropriations to both parties for the purpose of the program of technical cooperation with Iraq.

Upon receipt of the Ministry's reply indicating that the foregoing arrangements are acceptable to the Government of Iraq, the Government of the United States will take such further steps as may be necessary in connection with the personnel referred to herein.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

American Embassy
Baghdad, October 23, 1952

[SEAL]

[TRANSLATION¹ — TRADUCTION²]

GOVERNMENT OF IRAQ
MINISTRY OF FOREIGN AFFAIRS
TECHNICAL ASSISTANCE

No. Mussa'dat 2160/305/101

Baghdad, 11/16/52

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America in Baghdad and, with reference to the Embassy's note No. 235 dated 10/23/52, it has the honor to inform the Embassy that at its forty-eighth session, which took place on 11/5/52, the Senate approved the draft of the agreement as stated in the aforementioned note of the Embassy.

We take this opportunity to express our highest consideration and respect.

[SEAL]

Embassy of the United States of America
Baghdad

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

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