

No. 2877

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Exchange of notes constituting an agreement relating to
co-operative programs in the field of agriculture and
natural resources development in Colombia. Bogotá,
25 May and 9 June 1953**

Official texts: English and Spanish.

Registered by the United States of America on 26 July 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

**Échange de notes constituant un accord relatif à des pro-
grammes de coopération en matière de développement
de l'agriculture et de mise en valeur des ressources
naturelles en Colombie. Bogota, 25 mai et 9 juin 1953**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 juillet 1955.

No. 2877. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO CO-OPERATIVE PROGRAMS IN THE FIELD OF AGRICULTURE AND NATURAL RESOURCES DEVELOPMENT IN COLOMBIA. BOGOTA, 25 MAY AND 9 JUNE 1953

I

The American Ambassador to the Colombian Minister of Foreign Relations

Bogotá, May 25, 1953

No. 267

Excellency :

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogotá on March 5 and March 9, 1951;² and to your Excellency's notes No. 426, 574 and 972 of April 25, June 2 and September 9, 1952,³ respectively, requesting that our two Governments initiate cooperative programs in the field of agriculture and natural resources development in Colombia.

My Government agrees with the Government of Colombia that the initiation of the proposed programs will serve to further the general welfare of the peoples of our respective countries, and to strengthen still further the bonds of friendship and understanding between them. Therefore, I am authorized by my Government to propose that such programs be carried out pursuant to a series of program agreements to be entered into between the Technical Cooperation Administration, an agency of the Government of the United States of America, and the appropriate agencies of the Government of Colombia, including the Ministry of Agriculture; the Ministry of Education; the Ministry of Public Works; the Instituto de Aprovechamiento de Aguas y Fomento Eléctrico; the Federación Nacional de Cafeteros; the Instituto de Parcelaciones, Colonización y Defensa Forestal; the Instituto Geográfico; the Caja de Crédito Agrario, Industrial y Minero; the Consejo de Planificación del Gobierno Nacional; as well as other federal agencies and any of the *Departamentos* of Columbia. The program agreements may also provide for the establishment of Colombian-American cooperative agencies to administer the respective programs.

¹ Came into force on 9 June 1953 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 141, p. 15, and Vol. 179, p. 235.

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

The objectives of these cooperative programs in agriculture and natural resources development will be : (a) to facilitate the development of agriculture and natural resources in Colombia through cooperative action on the part of the two Governments; (b) to stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of agriculture and natural resources; and (c) to promote and strengthen understanding and good will between the peoples of Colombia and the United States of America, and to foster the growth of democratic ways of life.

The funds to be contributed and the personnel to be made available by both Governments to the various programs in agriculture and natural resources development will be specified in the program agreements to be entered into between the Technical Cooperation Administration and the appropriate agencies of the Government of Colombia.

It is understood that the following provisions shall be applicable to all activities carried on under any of such program agreements :

1. (a) The Government of Colombia agrees to extend to any agency established in any such agreement, and to all personnel employed by any such agencies, all rights and privileges which are enjoyed under its laws by agencies, of the Government of Colombia or their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of Colombia or their personnel, shall include, but not be limited to : free postal, telegraph, and telephone service; passes on railroads administered by the Government of Colombia; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph or other services; and exemption from taxes, excises, imposts and stamp taxes.

(b) Supplies, equipment and materials contributed under such program agreements by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Colombia free of any customs and import duties.

(c) The rights and privileges referred to in subparagraph (a) of this paragraph pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the Technical Cooperation Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative programs of agriculture and natural resources development.

(d) All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Colombia to perform work for the cooperative programs of agriculture and natural resources development, and whose entrance into the country has been approved by the Government of Colombia shall be exempt from income and social security taxes levied under the laws of Colombia with respect to income upon which they are obligated to pay income or social

security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Colombia shall furnish to the Minister of Foreign Affairs of Colombia the names of the personnel to whom the provisions of this subparagraph are applicable.

2. (a) Our two Governments declare their recognition that the Technical Cooperation Administration, being an agency of 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 Colombia, which are enjoyed by the Government of the United States of America.

(b) Our two Governments will establish procedures whereby the Government of Colombia will so deposit, segregate or assure title to all funds allocated to or derived from programs in agriculture and natural resources development that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Colombia is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the programs.

3. The Government of Colombia will endeavor to obtain the enactment of such legislation, and will take such executive action as may be required to carry out the terms of this agreement and of the program agreements which may be entered into, pursuant to this Agreement, between the Technical Cooperation Administration and the appropriate agencies of the Government of Colombia, in the field of agriculture and natural resources development.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments which shall come into force on the date of your Excellency's reply, and which shall remain in force until three months after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest and most distinguished consideration.

Capus M. WAYNICK

To His Excellency doctor Juan Uribe Holguín
Minister of Foreign Relations
Bogotá

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN RELATIONS

No. E/F. 633

Bogotá, June 9, 1953

Mr. Ambassador :

I have the honor to reply to Your Excellency's courteous note No. 267 of May 25, 1953 which reads as follows :

[See note I]

My Government takes pleasure in accepting the proposals made in Your Excellency's note transcribed above and, in conformity with the suggestion therein contained, Your Excellency's note and this reply shall be considered as constituting an agreement between the Governments of Colombia and the United States of America to initiate cooperative programs in the field of agriculture and natural resources development in Colombia, programs which shall be provided for by agreements concluded between the Technical Cooperation Administration and this Foreign Ministry, representing the national agencies concerned.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

M. PASTRANA BORRERO
Secretary General

His Excellency Capus M. Waynick
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

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

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