

No. 2880

**UNITED STATES OF AMERICA
and
LIBERIA**

Agreement for a co-operative program of education (with memorandum of understanding). Signed at Monrovia, on 23 June 1953

Official text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBÉRIA**

Accord relatif à un programme de coopération en matière d'enseignement (avec mémorandum d'accord). Signé à Monrovia, le 23 juin 1953

Texte officiel anglais.

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

No. 2880. AGREEMENT¹ FOR A CO-OPERATIVE PROGRAM OF EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA. SIGNED AT MONROVIA, ON 23 JUNE 1953

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

Have agreed as follows :

Article I

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Washington, D. C. on December 22, 1950,² a cooperative program of Economic Development is being carried on in Liberia. The obligations assumed herein by the Government of Liberia will be performed by it through its Department of Public Instruction (hereinafter referred to as the "Department"). 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 "Administration"), an agency of the Government of the United States of America. 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 this agreement. The Department, on behalf of the Government of Liberia, and the Administration, on behalf of the United States of America, shall participate jointly, in the deliberations of the Joint Liberian-United States Commission for Economic Development established in accordance with the Memorandum of Understanding between the two Governments on December 22, 1950,³ in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

¹ Came into force on 23 June 1953, as from the date of signature, in accordance with article XIII.

² See footnote 2, p. 38 of this volume.

³ See footnote 3, p. 38 of this volume.

Article II

OBJECTIVES

The objectives of this cooperative program of education are :

1. To facilitate the development of education in Liberia through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of education;
3. To promote and strengthen understanding and good will between the peoples of Liberia and the United States of America, and to foster the growth of democratic ways of life.

Article III

FIELDS OF ACTIVITY

This cooperative program of education will include, to the extent that the parties from time to time agree thereon, operations of the following types :

1. Studies of the needs of Liberia in the field of education, (vocational, technical training, adult education) and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in educational research and experimentation; construction and equipping of facilities; demonstration and extension.
4. Related training activities, both within and outside of Liberia.

Article IV

THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of education. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, constitute the Technical Mission of the Administration in Liberia. The Technical Mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Liberia.

Article V

THE COOPERATIVE SERVICE

The Government of Liberia agrees to establish within the Department an agency to be known as the Educational Cooperative Service (hereinafter referred to as the "Service"). The Service shall be responsible, under the supervision of the Secretary of Public Instruction (hereinafter referred to as the "Secretary"), for administering the cooperative program of education (as defined) in accordance with the provision of this Agreement. The Secretary and the Director or his designee shall serve as Co-Directors of the Service. Members of the Technical Mission may become officers or employees of the Service under such arrangements as may be agreed upon by the Co-Directors.

Article VI

JOINT CONTRIBUTIONS

The parties 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 schedules :

1. The Government of the United States for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the Service the sum of \$40,000.00, (Forty Thousand Dollars).

2. In addition, the Government of the United States of America, during the period from the date of entry into force of this Agreement through June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

3. The Government of Liberia, for the period from the date of entry into force of this agreement through June 30, 1953, shall deposit to the credit of the Service the sum of \$21,000.00 (Twenty-one Thousand Dollars).

4. These deposits shall be made in such installments and at such times as the Co-Directors of the Service shall agree upon.

5. The parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1953 through December 31, 1963.¹

¹ The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 2830*, p. 3, footnote 1) : "Should read '1960'."

6. The monies of the Service may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purpose of this Agreement.

7. No funds shall be withdrawn from monies of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by the Secretary of the Treasury of the Government of Liberia and by the Co-Directors or their designees.

Article VII

ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies in Liberia, as well as with organizations of a public or private character, and international organizations of which the United States of America and Liberia are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program of education, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Liberia, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may at its own expense, pursuant to agreement between the Co-Directors :

a. Appoint specialists and other necessary personnel to collaborate with the Technical Mission;

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as it can provide for the said program.

c. Make available the general assistance of the other governmental agencies of the Government of Liberia for carrying out the cooperative program of education.

Article VIII

PROJECT OPERATIONS

1. The cooperative program of education herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Service. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done,

shall make allocations of funds therefor from monies available to the Service, and may contain such other matters as the parties may desire to include. Such project agreements shall be approved by the Joint Commission in accordance with its procedures pursuant to the Memorandum of Understanding of December 22, 1950.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of education to be sent for training to the United States of America or elsewhere pursuant to this program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors, in consultation with the members of the Joint Commission charged with responsibility in the field of Education.

4. The general policies and administrative procedures that are to govern the cooperative education program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory and control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents related to the executions of projects under this Agreement shall be executed in the name of the Service and shall be signed by the two Co-Directors. The books and records of the Service relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Liberia and the Government of the United States of America. The Co-Directors shall render an annual report of their activities, through the Joint Liberian-United States Commission for Economic Development, to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other, or may be delegated to a Chief of the Service, whom they shall appoint. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

Article IX

ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative program of education during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Liberia.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative program of education 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 Government of the United States of America and the Government of Liberia under this Agreement, as it may be from time to time amended and extended.

Article X

RIGHTS AND EXEMPTIONS

1. The Government of Liberia agrees to extend to the Service, and to all personnel employed by the Service, all rights and privileges which are enjoyed under its laws by similar agencies operating under the Technical Cooperation Assistance Program.

2. Supplies, equipment and materials contributed to the Service by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Liberia free of any customs and import duties.

3. 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 Liberia to perform work for the cooperative program of education, and whose entrance into the country has been approved by the Government of Liberia under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of Liberia

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 Liberia shall furnish to the Secretary of State of Liberia the names of the personnel to whom the provision of this paragraph are applicable.

Article XI

SOVEREIGN IMMUNITY

1. The parties declare their recognition that the Administration being an agency of the Government of the United States of America, is entitled to share fully in all privileges and immunities, including immunity from suit in the courts of Liberia, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Liberia will so deposit, segregate or assure title to all funds allocated to or derived from this program 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 Liberia 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 program.

Article XII

LEGISLATIVE AND EXECUTIVE ACTION

The Government of Liberia 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.

Article XIII

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Education Cooperative Program Agreement". It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960,

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; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1963,¹ shall be subject to the availability of appropriations to both parties for the purpose of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4 hereof.

DONE in duplicate, in the English language, at Monrovia, Liberia, this 23rd day of June, 1953.

For the Government of Liberia :

Gabriel L. DENNIS

Secretary of State

Ellen Mills SCARBROUGH

Acting Secretary of Public Instruction

For the Government of the United States of America :

Weldon LITSEY

Chargé d'Affaires a.i. of the United States of America

John W. DAVIS

Director of Technical Cooperation in Liberia, Technical
Cooperation Administration

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH ARTICLE VIII, ET AL., OF THE AGREEMENT FOR A CO-OPERATIVE PROGRAM OF EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA. SIGNED AT MONROVIA, ON 23 JUNE 1953

In the Agreement for a Cooperative Program of Education between the Government of the United States of America and the Government of Liberia signed the 23rd day of June 1953, provision is made in Article VIII "Project Operations" for the joint administration of projects by the Co-Directors of the Service—one of whom is a member of the TCA staff.

In view of the principle set out in the General Agreement of December 22, 1950, and the Memorandum of Understanding for the Technical Cooperation Program that TCA personnel shall only exercise administrative functions upon request of the Govern-

¹ See footnote 1, p. 62 of this volume.

ment of Liberia, it is hereby expressly understood that the provisions of Article VIII for the exercise administrative functions by TCA personnel in said agreement provided, as well as any other provision therein contained which indicates the exercise of actual day-to-day administrative functions by TCA personnel, such personnel may exercise such functions only upon the request of the Government of Liberia.

DATED this 23rd day of June 1953, at Monrovia, Liberia.

For the Government of Liberia :

Gabriel L. DENNIS

Secretary of State

Ellen Mills SCARBROUGH

Acting Secretary of Public Instruction

For the Government of the United States of America

Weldon LITSEY

Chargé d'Affaires a.i. of the United States of America

John W. DAVIS

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