

No. 2912

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**UNITED STATES OF AMERICA  
and  
PANAMA**

**Agreement for special technical services. Signed at Panama  
City, on 26 June 1953**

*Official texts: English and Spanish.*

*Registered by the United States of America on 12 September 1955.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
PANAMA**

**Accord relatif à des services techniques spéciaux. Signé à  
Panama, le 26 juin 1953**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 12 septembre 1955.*

No. 2912. AGREEMENT<sup>1</sup> FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA. SIGNED AT PANAMA CITY, ON 26 JUNE 1953

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

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Panama City on December 30, 1950,<sup>2</sup> which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity;

Have agreed as follows :

*Article I*

SPECIAL TECHNICAL SERVICES

1. The Government of the United States of America will make available to the Government of the Republic of Panama, from time to time, when requested by the Government of the Republic of Panama and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of Panama and that is included within the scope of the technical cooperation program of the United States of America.

2. Technical services will be made available to the Government of the Republic of Panama under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3. The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Admin-

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<sup>1</sup> Came into force on 26 June 1953, as from the date of signature, in accordance with article VI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 92, p. 167, and Vol. 180, p. 318.

istration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, the regional office of the Administration for Latin America, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations.

4. The technicians and specialists made available to the Government of the Republic of Panama under this Agreement, together with those made available under Program Agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in Panama. The Technical Mission shall be 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 the Republic of Panama.

5. Every technician or specialist made available to the Government of the Republic of Panama under paragraph 1 of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation hereinabove referred to.

## *Article II*

### PROJECT OPERATIONS

1. The work to be performed under this Agreement shall consist of a series of projects to be jointly planned and administered by the Director, or the principal technician in the field of activity involved when designated for this purpose by the Director, and the Minister of the Government of the Republic of Panama at the head of the Ministry within whose field of responsibility the activity lies, or such other Representative as the Government of the Republic of Panama may designate for this purpose (hereinafter referred to as the "Minister"). Each project shall be embodied in a written project agreement which shall be signed by the Minister and the Director, shall define the work to be done, shall make financial provision for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the Administration, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Director, 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. Specialists, technicians, and others in any field of activity that is related to the economic development of Panama may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions

of this Agreement and as a part of the training program of the Administration. The selection of the persons to be sent for such training, as well as the training activities in which they shall participate, shall be determined jointly by the Minister and the Director.

4. The policies and procedures that are to govern the carrying out of projects under this Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister and the Director.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Minister and the Director. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of America and the Government of the Republic of Panama. The Minister and the Director shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

6. Any power conferred in this Agreement upon either the Minister or the Director may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either to refer any matter directly to the other for discussion and decision.

### *Article III*

#### JOINT CONTRIBUTIONS

1. The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Government of the Republic of Panama under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2. In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3. The Government of the Republic of Panama may, at its own expense, pursuant to Agreement between the Minister and the Director : (a) Appoint specialists and other personnel to collaborate with the members of the technical

mission assigned by the Director to the particular project ; (b) Make available such office space, office equipment and furnishings, materials, equipment, supplies, and services as it can provide ; (c) Make available the general assistance of the other governmental agencies of the Government of the Republic of Panama for carrying out such projects.

4. The projects to be undertaken under this Agreement may include cooperation with national, state and local governmental agencies in Panama, as well as with organizations of a public or private character, and international organizations of which the United States of America and the Republic of Panama are members. By agreement between the Minister and the Director, contributions of funds, property, services or facilities by any of such third parties may be accepted for use in effectuating any such project.

5. All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purposes of any other project hereunder shall be at the disposition of the Government of the Republic of Panama.

#### *Article IV*

##### RIGHTS AND EXEMPTIONS

1. The Government of the Republic of Panama agrees to extend to the Minister and the Director for the purposes of each project carried on under this Agreement, and to all personnel working under their supervision upon such projects, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of the Republic of Panama or by their personnel. Such rights and privileges, to the extent that they are available to agencies of the Government of the Republic of Panama or their personnel, shall include but not be limited to : free postal, telegraph, and telephone services ; passes on railroads administered by the Government of the Republic of Panama ; 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.

2. Supplies, equipment and materials contributed to any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into Panama free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the 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 any project under this Agreement.

4. All personnel of the Government of the United States of America whether employed directly by it or under contract between it and a public or private organization, who are present in Panama to perform work under this Agreement, and whose entrance into the country has been approved by the Government of the Republic of Panama under Article I of this Agreement, shall be exempt from income and social security taxes levied under the laws of Panama 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 Panama shall furnish to the Minister for Foreign Affairs of Panama the names of the personnel to whom the provisions of this paragraph are applicable. The Ambassador of the United States of America, or his representative, shall sign all requests for exemption from import duties made by members of the Technical Mission in Panama.

#### *Article V*

##### EFFECT UPON CERTAIN EARLIER AGREEMENTS

The provisions of this Agreement shall be applicable, from the date of its entry into force, to the work of any technician or specialist heretofore made available to the Government of the Republic of Panama by the Government of the United States of America, as a part of the work of the Interdepartmental Committee on Scientific and Cultural Cooperation, an agency of the Government of the United States of America, where such work has not hitherto been covered by a written agreement or arrangement between the two governments and is to continue after the date of entry into force of this Agreement.

#### *Article VI*

##### ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Special Services Program Agreement"). It shall enter into force on the date on which it is signed 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 shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

DONE in duplicate, in the English and Spanish languages, at Panama City, this 26 day of Junio <sup>1</sup> 1953.

For the Government of the United States of America :

Robert B. MEMMINGER

Chargé d'Affaires ad interim of the United States of America :

Vance ROGERS

Director of Technical Cooperation in Panama,  
Technical Cooperation Administration

[SEAL]

For the Government of the Republic of Panama :

J. R. GUIZADO

Minister for Foreign Affairs

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<sup>1</sup> The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 2855*, p. 13, footnote 1) : 'Should read "June".'