

No. 3073

**UNITED STATES OF AMERICA
and
ETHIOPIA**

**Agreement for a co-operative program of public health. Signed
at Addis Ababa, on 29 April 1953**

**First Amendment of the above-mentioned Agreement. Signed
at Addis Ababa, on 25 June 1953**

Official texts : English.

Registered by the United States of America on 20 December 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

**Accord relatif à un programme de coopération en matière de
santé publique. Signé à Addis-Abéba, le 29 avril 1953**

**Premier amendement à l'Accord susmentionné. Signé à Addis-
Abéba, le 25 juin 1953**

Textes officiels anglais.

Enregistrés par les États-Unis d'Amérique le 20 décembre 1955.

No. 3073. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT FOR A CO-OPERATIVE PROGRAM OF PUBLIC HEALTH. SIGNED AT ADDIS ABABA, ON 29 APRIL 1953

The Government of the United States of America and the Imperial Ethiopian Government 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 Addis Ababa on June 16, 1951,² a cooperative program of public health shall be initiated in Ethiopia. The obligations assumed herein by the Imperial Ethiopian Government will be performed by it through the Ministry of Public Health (hereinafter referred to as the "Ministry"). 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 and of other public and private agencies in discharging its obligations under this agreement. The Administration, on behalf of the Government of the United States of America, and the Ministry, on behalf of the Imperial Ethiopian Government, shall participate jointly 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.

Article II

OBJECTIVES

The objectives of this cooperation program of public health are :

1. To facilitate the development of improved public health in Ethiopia through cooperative action on the part of the two governments ;

¹ Came into force on 29 April 1953 by signature.

² United Nations, *Treaty Series*, Vol. 148, p. 39 ; vol. 179, p. 261, and Vol. 205, p. 340.

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of public health ;
3. To promote and strengthen understanding and good will between the peoples of the United States of America and Ethiopia.

Article III

FIELDS OF ACTIVITY

This cooperative program of public health 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 Ethiopia in the field of public health, 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 the establishment and operation of health centers and other facilities for preventive medicine and disease control ; development of safe water supply ; sewage disposal and environmental sanitation ; insect control ; health education ; development of nursing ; and such other projects in the field of public health as the parties may agree upon.
4. Related training activities, both within and outside of Ethiopia.

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 public health. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements, will constitute the Technical Mission of the Administration in Ethiopia. The Technical Mission shall be headed by the U. S. Director of Technical Cooperation in Ethiopia (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 Imperial Ethiopian Government.

Article V

THE JOINT FUND

There is hereby established the United States-Ethiopian Joint Fund for Public Health (hereinafter referred to as the "Joint Fund"). The Joint Fund shall serve

as an agency of the Imperial Ethiopian Government and shall administer the cooperative program of public health in accordance with the provisions of this Agreement. The Director, or his designee, and the Minister of Health of Ethiopia (hereinafter referred to as "the Minister"), or his designee, shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such bank or banks as the Co-Directors shall select, and shall be available only for the purposes of this Agreement.

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 of America, during the period from the date of entry into force of this Agreement through December 31, 1960, subject to the availability of appropriations after 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 Joint Fund.

2. In addition, for the period from the date of entry into force of this agreement through June 30, 1953, the Government of the United States of America shall deposit to the credit of the Joint Fund the sum of \$50,000 (Fifty Thousand Dollars) in U.S. Currency.

3. The Imperial Ethiopian Government, for the period from the date of entry into force of this Agreement through June 30, 1953, shall deposit to the credit of the Joint Fund the sum of \$125,000 (One Hundred Twenty-Five Thousand Dollars), in the currency of Ethiopia. These deposits shall be made in such installments and at such times as the Minister and the Director shall agree upon.

4. The parties shall later agree in writing upon the amount of funds that each will contribute and make available for use in carrying out the program in succeeding years after June 30, 1953.

5. Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the

amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

6. No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, 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 a check or other withdrawal document that has been signed by the two Co-Directors.

Article VII

ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies in Ethiopia, as well as with organizations of a public or private character, and international organizations of which the United States of America and Ethiopia 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 Joint Fund for use in effectuating the cooperative program of public health, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Imperial Ethiopian Government, 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 Imperial Ethiopian Government for carrying out the cooperative program of public health.

Article VIII

PROJECT OPERATIONS

1. The cooperative program of public health herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Joint Fund. 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 in the Joint Fund, 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 Co-Directors, which shall provide a record of the work done, the objective 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 public health to be sent for training to the United States of America or elsewhere at the expense of the Joint Fund pursuant to this program as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern the cooperative public health program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement of and accounting for funds, the incurrance of obligations of the Joint Fund, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund 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 relating to the execution of projects under this Agreement shall be executed in the name of the Joint Fund and shall be signed by the Co-Directors. The books and records of the Joint Fund relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the United States of America and the Imperial Ethiopian Government. The Co-Directors of the Joint Fund shall render an annual report of their activities 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. Such delegation shall not limit 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 Joint Fund pursuant to this Agreement shall continue to be available for the cooperative program of public health 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 required for the cooperative program shall become the property of the Joint Fund 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 Imperial Ethiopian Government.

3. 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 cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program of public health 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 Imperial Government under this Agreement, as it may be from time amended and extended.

Article X

RIGHTS AND EXEMPTIONS

1. The Imperial Ethiopian Government agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges which are generally enjoyed, under its laws, by agencies of the Imperial Ethiopian Government or by their personnel.

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

3. The rights and privileges referred to in paragraph 1 of this Article X 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 the cooperative program of public health.

4. 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 Ethiopia to perform work for the cooperative program of public health, and whose entrance into the country has been approved by the Imperial Ethiopian Government under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of Ethiopia with respect to income upon which they are obligated to pay income and social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and shall be granted the same customs exemptions as are granted to diplomatic personnel of the United States in Ethiopia. At suitable intervals, the Ambassador of the United States of America to Ethiopia shall furnish to the Minister for Foreign Affairs of Ethiopia the names of the personnel to whom the provisions 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 the privileges and immunities, including immunity from suit in the courts of Ethiopia, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Imperial Ethiopian Government 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 Imperial Ethiopian Government 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

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Public Health Joint Fund 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, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program and to further the agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate in the English and Amharic languages,¹ at Addis Ababa this 29th day of April 1953.

For the Government of the United States of America :
Richard D. GATEWOOD
Chargé d'affaires, a.i., of the United States of America

Marcus J. GORDON
Director of Technical Cooperation in Ethiopia
Technical Cooperation Administration

For the Imperial Ethiopian Government :
H. ALEMAYEHOU
Vice Minister of Foreign Affairs

BLATTA MERSIE HAZEN WOLDE KIRCOS
Acting Vice Minister of Public Health

[SEAL]

¹ The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series* 2904, p. 8, footnote 1) : "No Amharic text of the Agreement was signed".

FIRST AMENDMENT¹ OF THE PUBLIC HEALTH JOINT FUND PROGRAM AGREEMENT OF 29 APRIL 1953 BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT. SIGNED AT ADDIS ABABA, ON 25 JUNE 1953

Addis Ababa, June 25 1953

In view of the mutual understanding between the Government of the United States of America and the Imperial Ethiopian Government to extend the General Agreement for Technical Cooperation to Eritrea, as expressed in an exchange of notes dated December 24, 1952, and March 30, 1953,² the two Governments have agreed as follows :

1. Pursuant to the request of the Imperial Ethiopian Government, the Government of the United States of America is agreeable to the extension in the application of the Public Health Program Agreement, entered into between the two Governments on the 29th day of April, 1953.

2. The Government of the United States agrees that, in addition to the obligations which it previously has agreed to assume, it shall deposit to the credit of the Joint Fund, established for the Public Health Program the sum of \$1,800 (One thousand eight hundred dollars) in currency of the United States of America.

3. In addition to the obligations which the Imperial Ethiopian Government previously has agreed to assume, the Imperial Ethiopian Government shall deposit to the credit of such Joint Fund the sum of \$4,500 (Four thousand five hundred dollars) in the currency of Ethiopia.

For the Government of the United States of America :
R. D. GATEWOOD
Chargé d'Affaires, a.i.

[SEAL]

For the Imperial Ethiopian Government :
H. ALEMAYEHOU
Vice Minister of Foreign Affairs

[SEAL]

¹ Came into force on 25 June 1953 by signature.

² United Nations, *Treaty Series*, Vol. 205, p. 340.