

No. 3244

**UNITED STATES OF AMERICA
and
ETHIOPIA**

**Agreement for special technical services. Signed at Addis
Ababa, on 21 April 1954**

Official text: English.

Registered by the United States of America on 11 April 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

**Accord relatif à des services techniques spéciaux. Signé à
Addis-Abéba, le 21 avril 1954**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 11 avril 1956.

No. 3244. AGREEMENT¹ FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ETHIOPIA. SIGNED AT ADDIS ABABA, ON 21 APRIL 1954

The Government of the United States of America and the Imperial Ethiopian Government

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Addis Ababa on June 16, 1951,² 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 Imperial Ethiopian Government, from time to time, when requested by the Imperial Ethiopian Government 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 Ethiopia and that is included within the scope of the technical cooperation program of the United States of America.

2. Technical service will be made available to the Imperial Ethiopian Government 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 by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government

¹ Came into force on 21 April 1954 by signature.

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

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.

4. The technicians and specialists made available to the Imperial Ethiopian Government 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 Ethiopia. The Technical Mission shall be headed by the Director, U.S. Operations Mission to 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.

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

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 Imperial Ethiopian Government at the head of the Ministry within whose field of responsibility the activity lies, or such other Representative as the Imperial Ethiopian Government 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 Director and the Minister, 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 Director and Minister, 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. Specialists, technicians, and others in any field of activity that is related to the economic development of Ethiopia 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 Director and the Minister.

4. The policies and procedures that are to govern the carrying out of projects under the Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchases, 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 Director and the Minister.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Director and the Minister. 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 Imperial Ethiopian Government. The Director and the Minister 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 Director or the Minister 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 Imperial Ethiopian Government 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 Imperial Ethiopian Government may, at its own expense, pursuant to agreement between the Director and the Minister :

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 Imperial Ethiopian Government for carrying out such projects.

4. The projects to be undertaken under this Agreement may include cooperation with national, and local government agencies in Ethiopia, as well as with organizations of which the United States of America and Ethiopia are members. By agreement between the Director and the Minister, contributions of funds, property, service 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 purpose of any other project hereunder shall be at the disposition of the Imperial Ethiopian Government.

Article IV. Rights and Exemptions

1. The Imperial Ethiopian Government agrees to extend to the Director and the Minister for the purpose 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 generally enjoyed, under the laws, by agencies of the Imperial Ethiopian Government or by their personnel.

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 Ethiopia free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article IV 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 projects 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 private or public organization, who are present in Ethiopia to perform work under this Agreement, and whose entrance into the country has been approved by the Imperial Ethiopian Government under Article I 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 or social security taxes to the Government of the United States of America, from property taxes or 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 Ethiopia shall furnish to the Minister of Foreign Affairs of Ethiopia the names of the personnel to whom the provisions of this paragraph are applicable.

Article V. Entry Into Force and Duration

The Agreement may be referred to as the "Special Services 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 shall be subject to the availability of appropriations to both parties for the purpose of this Agreement.

DONE at Addis Ababa this twenty-first day of April, Nineteen Hundred and Fifty-Four.

For the Government of the United
States of America :

Joseph SIMONSON
Ambassador of the United States of
America

Marcus J. GORDON
Director, United States Operations Mis-
sion to Ethiopia, Foreign Operations
Administration

For the Imperial Ethiopian Govern-
ment :

H. ALEMAYEHOU
Vice Minister of Foreign Affairs

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