

No. 3245

**UNITED STATES OF AMERICA
and
ETHIOPIA**

**Exchange of notes constituting an agreement relating to
a technical co-operation program of education. Addis
Ababa, 10 May and 1 June 1954**

Official text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

**Échange de notes constituant un accord relatif à un
programme de coopération technique en matière
d'enseignement. Addis-Abéba, 10 mai et 1^{er} juin 1954**

Texte officiel anglais.

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

No. 3245. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ETHIOPIA RELATING TO A TECHNICAL CO-OPERATION PROGRAM OF EDUCATION. ADDIS ABABA, 10 MAY AND 1 JUNE 1954

I

The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 193

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's Notes 152 of November 7, 1952,² and 250 of June 23, 1953,³ and to the Ministry's replies No. 23/3-B/45 of November 7, 1952,² and 4916/24/45 of June 25, 1953,³ in which our two Governments agreed to cooperate in a program of education.

The Government of the United States of America, being agreeable to the further continuation of this cooperative program, agrees to the following provisions with respect to the future operation of the program and with respect to the Joint Fund established therefor :

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The Vice Minister of Education of Ethiopia or his designee and the Director of the United States Operations Mission to Ethiopia 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 cooperative program.

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

¹ Came into force on 1 June 1954 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 184, p. 285.

³ United Nations, *Treaty Series*, Vol. 212, p. 175.

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 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.

No funds shall be withdrawn from monies of the Joint Fund for any purposes 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.

It is understood that 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.

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 work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program 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 or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

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.

It is understood that subject to the availability of appropriations, the Ethiopian and United States Governments intend to make further contributions to continue this program and to initiate additional activities designed to carry out the purposes of this cooperative program. Such further contributions and additional activities may be authorized and agreed upon in operating agreements between the Vice Minister of Education and the Director of the U.S. Operations Mission to Ethiopia, who shall jointly determine the amounts of contributions, program content, general policies and organizational requirements.

Such arrangements will be effective on the date of the Ministry's reply concurring herewith 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.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

J. S.

American Embassy
Addis Ababa, May 10, 1954

II

The Ethiopian Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS

No. 5758/26/46

Addis Ababa, June 1st, 1954

The Ministry of Foreign Affairs of the Imperial Ethiopian Government present their compliments to the Embassy of the United States of America and have the honor to refer to the Embassy's Note No. 193 of May 10th, 1954, and to the exchanges of notes between our Governments dated November 7, 1952, and June 23 and June 25, 1953, which provided for a cooperative program of education.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 193 of May 10th, 1954, namely :

[See note I]

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy the assurance of their high consideration.

(Initialled) [illegible]
[SEAL]

Embassy of the United States
Addis Ababa