

No. 3262

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**UNITED STATES OF AMERICA  
and  
LEBANON**

**Exchange of notes (with annex) constituting an agreement  
relating to special economic assistance. Beirut, 11  
and 18 June 1954**

*Official texts: English and Arabic.*

*Registered by the United States of America on 13 April 1956.*

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

**Échange de notes (avec annexe) constituant un accord  
relatif à une aide économique spéciale. Beyrouth, 11  
et 18 juin 1954**

*Textes officiels anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 13 avril 1956.*

No. 3262. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND LEBANON RELATING TO SPECIAL ECONOMIC ASSISTANCE. BEIRUT, 11 AND 18 JUNE 1954

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I

*The American Ambassador to the Lebanese Minister of Foreign Affairs*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA  
AMERICAN EMBASSY

No. 1448

Beirut, June 11, 1954

Excellency,

I have the honor to refer to the Point IV General Agreement for Technical Cooperation of May 29, 1951,<sup>2</sup> ratified by Parliament on December 13, 1951, and to the two supplementary agreements signed on December 24, 1951,<sup>3</sup> and June 26, 1952,<sup>4</sup> as well as to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Lebanon. My Government is prepared, in accordance with the following understandings, both to continue furnishing assistance to Lebanon provided for by the Point IV General Agreement for technical cooperation between our two Governments, and to complement this assistance with additional special economic assistance for this purpose.

1. The furnishing of any economic or technical assistance by the Government of the United States to the Government of Lebanon under this agreement will be based on requests to be made by the Government of Lebanon and approved by the Government of the United States, in accordance with any applicable United States legislation regarding foreign assistance.

2. In order to provide maximum benefits to the people of Lebanon from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished for use under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Lebanon in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.

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<sup>1</sup> Came into force on 18 June 1954 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaties Series*, Vol. 160, p. 49.

<sup>3</sup> The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series* 3009, p. 1, footnote 2): "Should read 'December 26, 1951'. The agreement was effected by an exchange of notes dated Dec. 26, 1951, and Jan. 5, 1952." See United Nations, *Treaty Series*, Vol. 180, p. 199.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 181, p. 187, and Vol. 212, p. 360.

3. It is understood that the Government of Lebanon, in consonance with its primary sovereign responsibility for the economic development of Lebanon, will assume an effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Lebanon.

4. The Government of Lebanon will furnish to the Government of the United States such information and data as may be necessary to facilitate consideration of assistance proposals made by the Government of Lebanon and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of assistance as provided in Article 6 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

Raymond A. HARE  
American Ambassador

Enclosure ;

Annex to Economic and Technical Assistance Agreement Proposed For Negotiation with Lebanon.

His Excellency Alfred Bey Naccache  
Minister of Foreign Affairs  
Republic of Lebanon

#### A N N E X

1. The responsibilities of the Government of the United States in Lebanon in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will be accorded privileges and immunities specified in Article 5 of the Point IV General Agreement for Technical Cooperation between the two Governments of May 29, 1951. The Government of Lebanon will further give full cooperation to such representatives, including the provision of facilities necessary for observation of operations pursuant to this agreement and the use of assistance furnished under it.

2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Lebanon pursuant to Paragraph 3 of this Agreement and the methods by which this undertaking will be carried out including, as may be appropriate, the direct expenditures or contributions to be made by the Government of Lebanon for program operations and for administrative and related expenses of the joint program.

(b) Should any equipment, commodities or services provided on a grant basis for use in projects under this agreement or for any other related purposes mutually agreed upon be sold in Lebanon the Government of Lebanon will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Lebanon of such local currency requirements and the Government of Lebanon will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this agreement as may be agreed to from time to time by the two Governments.

3. The Government of Lebanon will so deposit, segregate, or assure title to all funds allocated to or derived from any program involving the use of contributions by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization or government.

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

THE REPUBLIC OF LEBANON  
MINISTRY OF FOREIGN AFFAIRS AND EMIGRANTS

No. 12775/9/

Excellency :

I have the honor of acknowledging receipt of your letter No. 1448, dated June 11, 1954, reading as follows :

[See note I]

I wish to inform you of the approval of the Government of Lebanon of the contents of your above-mentioned letter, and I request you kindly to consider the said letter together with the attached annex<sup>3</sup> and this my answer in approval, as an agreement between our two Governments, entering into force on today's date, and remaining so for three months after receipt by either of the two Governments from the other, of a written notification indicating its decision to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

Beirut, June 18, 1954

Alfred Naccache  
Minister of Foreign Affairs and Emigrants  
[SEAL]

Honorable Raymond A. Hare  
Ambassador of the United States of America  
Beirut

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

<sup>3</sup> See p. 179 of this volume.