

No. 3267

**UNITED STATES OF AMERICA
and
HAITI**

**Exchange of notes constituting an agreement relating to a
technical co-operation program of rural education.
Port-au-Prince, 28 May 1954**

Official texts: English and French.

Registered by the United States of America on 17 April 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
HAÏTI**

**Échange de notes constituant un accord relatif à un pro-
gramme de coopération technique en matière d'ensei-
gnement rural. Port-au-Prince, 28 mai 1954**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 17 avril 1956.

No. 3267. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HAITI RELATING TO A TECHNICAL CO-OPERATION PROGRAM OF RURAL EDUCATION. PORT-AU-PRINCE, 28 MAY 1954

Nº 3267. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET HAÏTI RELATIF À UN PROGRAMME DE COOPÉRATION TECHNIQUE EN MATIÈRE D'ENSEIGNEMENT RURAL. PORT-AU-PRINCE, 28 MAI 1954

I

The American Ambassador to the Haitian Secretary of State for Foreign Relations

AMERICAN EMBASSY
PORT-AU-PRINCE, HAITI

No. 288

May 28, 1954

Excellency :

I have the honor to refer to existing programs of technical cooperation in which several agencies of the Government of Haiti and the United States Operations Mission to Haiti of the Foreign Operations Administration of the Government of the United States of America are now cooperating. These programs are provided for in agreements under the general agreement of May 2, 1951,² between our two governments. The general agreement was published in *Le Moniteur* 106ème Année no. 42 of 21 May, 1951.

I also have the honor to refer to your request for technical cooperation in the field of rural education in your note no. SG/AT/47/707 of 11 November 1953.⁴ Your request for technical cooperation in this field has been given careful consideration and I am pleased to inform you that my Government, through the United States Operations Mission to Haiti of the Foreign Operations Administration is willing and prepared to cooperate with your Government in the field of rural education.

¹ Came into force on 28 May 1954 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 151, p. 191, and Vol. 180, p. 372.

³ Not printed by the Department of State of the United States of America.

⁴ Entré en vigueur le 28 mai 1954 par l'échange desdites notes.

To assure mutual understanding with respect to cooperation in this field and to provide a practical working basis for the cooperation, I propose that an agreement containing the following provisions be entered into by our respective governments ;

AGREEMENT FOR A COOPERATIVE PROGRAM OF RURAL EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF HAITI

The Government of the United States of America and the Government of Haiti have agreed as follows :

Article I. The Operating Agencies

Pursuant to the General Agreement for Technical Cooperation, effected by an exchange of notes signed at Port-au-Prince on May 2, 1951, a cooperative program of rural education shall be initiated in Haiti. The obligations assumed herein by the Government of Haiti shall be performed by it through its Ministry of Education (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 Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations hereunder through the Institute of Inter-American Affairs, and may secure the assistance of other public and private organizations in discharging those obligations. The Ministry, on behalf of the Government of Haiti, and the Administration, on behalf of the Government of the United States of America, 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, as modified and supplemented.

Article II. Objectives

The objectives of this cooperative program of rural education are :

1. To facilitate the development of education in rural areas of Haiti through co-operative action on the part of the two Governments.
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of rural education.
3. To promote and strengthen understanding and good will between the peoples of Haiti and the United States of America.

Article III. Fields of Activity

This cooperative program of education 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 Haitian rural schools in the fields of (a) sanitation, (b) nutrition, (c) agriculture, (d) school buildings, (e) equipment, (f) teaching materials and such other fields as the parties may agree upon.
2. The formulation and continuous adaptation of a program to help meet such needs.

3. The initiation and administration of such projects in the fields of rural education as the parties may agree upon in the fields of activity indicated in paragraph 1 of this Article.

4. Related training activities, both within and outside of Haiti.

Article IV. The United States of America Operations Mission to Haiti

The Administration will make available a group of technicians and specialists to collaborate in carrying out the activities to be conducted pursuant to this agreement. The size and composition of this group shall be determined by the Administration in agreement with the Haitian Government. These technicians and specialists shall be selected and assigned by the Government of the United States of America but shall be subject to acceptance by the Government of Haiti. They shall be members of the United States of America Operations Mission to Haiti (hereinafter referred to as the "Operations Mission") and shall be under the direction of the Director of the Operations Mission.

Article V. The Haitian-American Cooperative Service in Rural Education

The Government of Haiti agrees to establish within the Ministry a Service to be known as the Haitian-American Cooperative Service in Rural Education (hereinafter referred to as the "Service"). The Service shall be responsible, under the supervision of the Minister of Education (hereinafter referred to as the "Minister"), for administering the cooperative program of rural education in accordance with the provisions of this agreement. The Director General of Education of Haiti, or his designee, shall be the Chief of this Service (hereinafter referred to as the "Chief"). The Director of the Operations Mission, or his designee, shall be the Associate Chief of the Service (hereinafter referred to as the "Associate Chief"). Members of the Operations Mission may work in the Service under such arrangements as may be agreed upon by the Ministry and the Operations Mission. The moneys contributed to the Service may be maintained in such bank or banks as the Chief and the Associate Chief shall agree upon, and shall be available only for the purposes of this agreement.

Article VI. 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 shall pay the salaries and other expenses of the members of the Operations 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 expended by the Government of the United States of America and shall not be deposited to the credit of the Service.

2. In addition, for the period from the date of entry into force of this agreement through December 31, 1954, the Government of the United States of America, through The Institute of Inter-American Affairs of the Administration, shall contribute to the Service the sum of \$ 75,000 (Seventy-Five Thousand Dollars). This sum shall be deposit-

ed to the credit of the Service in currency of the United States of America on or before June 1, 1954.

3. The Government of Haiti, acting through the Ministry, shall contribute to the Service for the period from the date of entry into force of this agreement through December 31, 1954 the sum of $\text{G } 375,000$ (Three Hundred and Seventy-Five Thousand Gourdes). This sum shall be deposited to the credit of the Service in currency of Haiti as follows :

June 1, 1954	$\text{G } 125,000$
October 1, 1954	$\text{G } 250,000$

4. The parties may later agree in writing upon the amount of funds that each will contribute each year for use in carrying out the program during the period from December 31, 1954 through September 30, 1959. The provisions of this Article VI shall be applicable to such subsequent contributions.

5. With respect to contributions to be deposited to the credit of the Service, it is intended that such deposits will, ordinarily be made by the two Governments at the same times and in proportionally equivalent amounts. Each deposit made to the credit of the Service by either of the parties shall be available for withdrawal or expenditure only after the corresponding agreed deposit of the other party has been made. Funds deposited by either party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 4 of Article IX of this agreement.

6. The funds contributed pursuant to paragraph 2, 3, and 4 of this Article VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other personal services by employment or contract, and for any other needs of the program.

7. Funds deposited to the credit of the Service may be maintained in such bank or banks as the Chief and the Associate Chief shall agree upon, and shall be available only for the purposes of this agreement. No funds of the Service shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by the Chief and the Associate Chief or their designees. The Chief and the Associate Chief shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Service any moneys which it shall pay out from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the Chief and the Associate Chief or their designees.

Article VII. Additional Contributions

1. The projects to be undertaken under this agreement may include cooperation with national and local governmental agencies in Haiti, as well as with organizations of a public or private character in Haiti, and in the United States of America, and international organizations of which the United States of America and Haiti are members. By agreement between the Chief and the Associate Chief contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted by the Service for use in effectuating the cooperative program of education, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Haiti, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, at its own expense :

a. Appoint specialists and other necessary personnel to collaborate with the 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 Government of Haiti for carrying out the cooperative program of rural education.

Article VIII. Project Operations

1. The cooperative program of rural education herein provided for shall consist of a series of projects to be jointly planned and administered by the Chief and the Associate Chief. Each project shall be embodied in a written project agreement which shall be signed by the Chief and Associate Chief, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Service, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Chief and the Associate Chief, which shall provide a record of the objectives sought to be achieved, the work done, the expenditures made, the problems encountered and the results achieved.

3. The general policies and administrative procedures that are to govern the cooperative program of rural education, the carrying out of projects and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Chief with the concurrence of the Associate Chief.

4. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of the Service and shall be signed by the Chief and the Associate Chief. The books and records of the Service relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Haiti and the Government of the United States of America. The Chief, with the concurrence of the Associate Chief, shall render an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

5. Any power conferred by this agreement upon the Chief or the Associate Chief may be delegated by either of them to any of their respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

Article IX. Additional Fiscal Provisions

1. All funds deposited to the credit of the Service pursuant to this agreement shall continue to be available for the cooperative program of rural education 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, acquired for the cooperative program shall become the property of the Service 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 the property of the Government of Haiti.

3. Interest received on funds of the Service and any other increment of assets of the Service, 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 Service which remain unexpended and unobligated on the termination of the cooperative program of education shall, unless otherwise agreed upon in writing by the parties hereto at the 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 Government of Haiti under this agreement, as it may, from time to time be amended and extended.

Article X. Rights and Exemptions

1. The Government of Haiti agrees to extend to the Service and to all personnel employed by the Service, all rights and privileges which are enjoyed under its laws, by agencies of the Government of Haiti or by their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of Haiti or their personnel, shall include free postal services; 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.

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

3. The rights and privileges referred to in paragraph 1 of this Article X pertaining to communications, transportation and exemption from taxes and imposts 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 education.

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 Haiti to perform work for the cooperative program of rural education, and whose entrance into the country has been approved by the Government of Haiti under Article IV of this agreement, shall be exempt from income and social security taxes under the laws of Haiti 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.

Article XI. Sovereign Immunity

1. The parties declare their recognition that the Administration and The Institute of Inter-American Affairs, being agencies of the Government of the United States of America, are entitled to share fully in all the privileges and immunities, including immu-

nity from suit in the courts of Haiti, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Haiti 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 Government of Haiti 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. Legislative and Executive Action

The Government of Haiti will endeavor to take such executive and legislative action as may be required to carry out the terms of this Agreement.

Article XIII. Entry Into Force and Duration

This agreement may be referred to as the "Rural Educational Program Agreement". It shall enter into force on the date on which it is signed and shall remain in force through September 30, 1959 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, 1954 through September 30, 1959, except for those specified in paragraphs 2 and 3 of Article VI, shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4 hereof.

I propose if Your Excellency accepts these provisions that we consider this note and Your Excellency's reply thereto as constituting the agreement and that the agreement be effective as of the date of your reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Roy Tasco Davis

Agreed to on behalf of the
Foreign Operations Administration :

Raymond C. SMITH
Director of the United States
Operations Mission to Haiti

His Excellency M. Pierre Liautaud
Secretary of State for Foreign Relations
Port-au-Prince

En réponse à cette communication, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haïti accepte les propositions faites dans la Note ci-dessus, et conformément à la suggestion qui y est contenue, cette Note et la présente Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à partir de ce jour.

Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma haute considération.

P. LIAUTAUD

Son Excellence Monsieur Roy Tasco Davis
Ambassadeur Extraordinaire et Plénipotentiaire
des États-Unis d'Amérique à Port-au-Prince

[TRANSLATION¹ — TRADUCTION²]

The Haitian Secretary of State for Foreign Relations to the American Ambassador

MINISTRY OF STATE FOR FOREIGN RELATIONS
REPUBLIC OF HAITI

SG/AT/286/3932

Port-au-Prince, May 28, 1954

Mr. Ambassador,

I have the honor to acknowledge the receipt of Your Excellency's note No. 288, dated May 28, 1954, which reads as follows in translation :

[See note I]

In reply to your communication I have the honor to inform Your Excellency that the Government of Haiti agrees to the proposals made in the above note and, in conformity with the suggestion contained therein, your note and the present reply shall be considered as constituting an agreement between our two Governments, to enter into force on today's date.

I avail myself of this occasion to renew to Your Excellency the assurances of my high consideration.

P. LIAUTAUD

His Excellency Roy Tasco Davis
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Port-au-Prince

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.