

No. 3269

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**UNITED STATES OF AMERICA  
and  
MEXICO**

**Exchange of notes constituting an agreement relating to a  
technical co-operation education survey program.  
Mexico, 7 June 1954**

*Official texts: English and Spanish.*

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

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

**Échange de notes constituant un accord relatif à un  
programme de coopération technique en vue d'une  
étude sur l'enseignement. Mexico, 7 juin 1954**

*Textes officiels anglais et espagnol.*

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

No. 3269. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MEXICO RELATING TO A TECHNICAL CO-OPERATION EDUCATION SURVEY PROGRAM. MEXICO, 7 JUNE 1954

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I

*The American Ambassador to the Mexican Secretary for Foreign Relations*

EMBASSY OF THE UNITED STATES OF AMERICA

México, D. F., June 7, 1954

No. 1018

Excellency :

I have the honor to refer to the Point Four General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America effected by an exchange of notes signed at Mexico City on June 27, 1951,<sup>2</sup> as subsequently modified and supplemented,<sup>3</sup> and to the request of your Government for the initiation of a project of technical cooperation in connection with the proposed Survey of Mexico's Technical Education Activities and Needs, as requested in Part II of your request dated June 2, 1952, Note No. 504778<sup>4</sup> and subsequently endorsed by the University of Mexico and the Secretariat of Education.

I am pleased to inform your Excellency that my Government is prepared to cooperate in initiating and carrying out the requested project, convinced that it will further the general welfare of the peoples of our respective countries and will strengthen still further the bonds of friendship between them. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the requested project.

1. *Operating Agencies*

Pursuant to the Point Four General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Mexico signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, a cooperative survey project encompassing studies of the present and anticipated future needs of industry for technically trained personnel, and the study of the educational programs and facilities in Mexico's principal colleges and universities shall be initiated and carried

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<sup>1</sup> Came into force on 7 June 1954 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 141, p. 211.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 200, p. 312, and Vol. 233, p. 306.

<sup>4</sup> Not printed by the Department of State of the United States of America.

out in Mexico. The obligations assumed herein by the Government of Mexico shall be performed by it through the Banco de México (hereinafter referred to as the "Bank"). The Bank may discharge its obligations in cooperation with the Secretariat of Education, the University of Mexico, Chambers of Commerce, Trade Associations, Industrial Organizations, interested lay groups, and other appropriate agencies. 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") and the Administration's Mission in Mexico (hereinafter referred to as the "Mission"). The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, its regional office for Latin America, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of these obligations. This Agreement and all activities carried on pursuant to it shall be governed by the above-mentioned Point Four General Agreement for Technical Cooperation.

## 2. *Project Activities*

During the term of this Agreement the Administration shall furnish to the Bank, and to cooperating agencies and institutions designated by the Bank, technical consultation and assistance in the planning of the studies contemplated in connection with the survey of Mexico's technical education activities and needs and in the development of a survey organization and the techniques to be applied. The Bank, with the cooperation of the designated participating agencies and institutions, shall be responsible for carrying on the actual operation, administration and financing of the survey project and for making effective use of the technical consultation and assistance furnished by the Administration, in connection with all survey activities. The project may also include training to be provided in the United States for Mexican personnel in accordance with such arrangements as may subsequently be agreed upon by the Mission Director and the Manager of the Bank.

## 3. *Technicians and Specialists*

The Administration will make available in Mexico and in the United States technicians and specialists to provide the consultation and assistance services specified in paragraph 2 above. The number and type of technicians to be assigned shall be determined by the Administration in consultation with the Bank and designated cooperating agencies and institutions. The specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of Mexico. These specialists shall be members of the Mission, which is under the direction of the Director of the Mission (hereinafter referred to as the "Mission Director"). It is understood that the Administration may at its discretion, after consultation with the Bank, replace, withdraw, or temporarily assign to other duties any specialist assigned to this cooperative project by the Administration.

## 4. *Contributions*

The Administration will pay the following costs in connection with this cooperative project:

a. Costs of salaries, allowances (including subsistence allowances during travel within Mexico) and costs of international travel of the specialists assigned in accordance with paragraph 3 above, as well as necessary and related costs of an administrative nature incurred by the Administration.

b. The Government of Mexico will arrange to have paid through the Bank and designated cooperating agencies and institutions all other costs involved in carrying out this cooperative project including, but not necessarily limited to, the following :

(1) The costs of furnishing office space, office equipment and supplies, and stenographic and other services required by the specialists to be assigned by the Administration for the effective performance of their services.

(2) Costs of necessary transportation within Mexico performed in connection with work under this Agreement by the specialists assigned by the Administration.

(3) Costs of furnishing the facilities, supplies and services, including forms, printing, binding and administrative costs, required for the effective carrying out of the survey within the scope of this cooperative project.

#### 5. *Rights and Exemptions*

The Government of Mexico shall make such arrangements as may be necessary so that, in connection with activities under this Agreement, the Government of the United States, and all personnel of the Government of the United States who are present in Mexico to perform work under this Agreement, whether employed directly by it or under contract with a public or private organization, shall incur no expense for income or social security taxes levied under the laws of Mexico 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, for property taxes on personal property intended for their own use, or for 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.

#### 6. *Reports*

The Mission Director and the Manager of the Bank shall submit to the Administration and the Bank reports on activities under this Agreement at such times as may be appropriate, including a final report summarizing the activities and accomplishments of the project. The Administration may at any time observe operations under this Agreement and examine materials pertinent thereto.

#### 7. *Duration and Termination*

a. This Agreement shall remain in force until October 30, 1957, or until thirty days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier.

b. It is understood that the obligations of the two Governments hereunder shall be subject to the availability of appropriated funds for that purpose.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an Agreement between our two Governments on the terms and conditions set forth above which shall enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Francis WHITE

His Excellency Don Luis Padilla Nervo  
Secretary for Foreign Relations  
México, D. F.

sequently modified and supplemented, and to my Government's note No. 504778 dated June 12, 1952, in connection with the initiation of a program of technical cooperation for the survey of Mexico's technical education needs and activities.

In this connection Your Excellency states in your note No. 1018 :

[*See note I*]

I am pleased to inform Your Excellency that my Government accepts the terms of your note transcribed above, with the understanding that the said note and the present note constitute an Agreement on Technical Cooperation for the survey of Mexico's technical education needs and activities, which enters into force on this date and which will be governed in all respects by the stipulations of the General Agreement for Technical Cooperation.

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

L. P. N.

His Excellency Francis White  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

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