

No. 3270

**UNITED STATES OF AMERICA
and
ETHIOPIA**

Exchange of notes constituting an agreement relating to a technical co-operation program of training in vocational and industrial crafts. Addis Ababa, 18 May and 12 June 1954

Official text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉTHIOPIE**

Échange de notes constituant un accord relatif à un programme de coopération technique pour la formation professionnelle dans le domaine de l'artisanat. Addis-Abéba, 18 mai et 12 juin 1954

Texte officiel anglais.

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

No. 3270. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ETHIOPIA RELATING TO A TECHNICAL CO-OPERATION PROGRAM OF TRAINING IN VOCATIONAL AND INDUSTRIAL CRAFTS. ADDIS ABABA, 18 MAY AND 12 JUNE 1954

I

The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 230

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government of Ethiopia, and has the honor to refer to the Embassy's Note 152 of November 7, 1952 and to the Ministry's reply No. 23/3-B/45 of November 7, 1952² in which our two Governments agreed to cooperate in a program of training in vocational and industrial crafts and to establish a Joint Fund for the improvement and expansion of Her Imperial Majesty's Handicraft School in Addis Ababa as the first activity to be undertaken pursuant to the Agreement.

The Government of the United States of America and the Imperial Ethiopian Government, in addition to the obligations which they have already agreed to assume in the Exchanges of Notes referred to above, agree to make additional cash contributions to be deposited in a "Vocational and Industrial Crafts Joint Fund". This Joint Fund shall supersede the "Joint Handicraft School Fund" previously established and, on the last day of the Western calendar month during which this Agreement becomes effective will succeed to all of the assets and assume all of the liabilities of the previously established "Joint Handicraft School Fund".

The Vice Minister of Commerce and Industry of the Imperial Ethiopian Government, or his designee, as the representative of the Imperial Ethiopian Government, and the Director of the U.S. Operations Mission to Ethiopia, or his designee, shall serve as Co-Directors of the Joint Fund.

The Co-Directors are authorized to enter into operating agreements to continue existing activities, to initiate additional activities in the program of training in

¹ Came into force on 12 June 1954 by the exchange of the said notes.

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

vocational and industrial crafts and to appropriate monies from the Joint Fund for such approved activities or projects.

The amount of the cash contributions to be deposited in the Joint Fund by the two governments in their respective currencies shall be fixed in the operating agreements, herein authorized, to be entered into by the Co-Directors.

A program of work and a budget for each authorized activity or project shall be approved by the Co-Directors and all books and records relating to the operation of the cooperative program shall be open at all times for inspection and audit by authorized representatives of the two governments. An annual report of the activities and finances of each project and other periodic or special reports shall be prepared as required by the Co-Directors.

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The monies of the Joint Fund may be deposited in any such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program. No funds shall be withdrawn from monies of the Joint Fund for any purpose 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.

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 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 rates that are not unlawful for the purchase of U. S. dollars, the rates used shall be the rates agreed upon 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.

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 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.

Interest received on monies of the Joint Fund, revenues from sales or from rendering of any service of whatever nature or source shall be devoted to the carrying out of the program and shall not be credited against the contributions of the respective governments.

This arrangement will be effective for a period of three years from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement, whichever is earlier; subject, however to the availability of appropriations for this purpose for the period subsequent to 30th June, 1954.

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

American Embassy
Addis Ababa, May 18, 1954

II

The Ethiopian Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS

Addis Ababa, June 12th, 1954

No. 5626/26/46

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note No. 230 of May 18th, 1954 in which reference is made to the Embassy's Note No. 152 of November 7th, 1952 to the Ministry's reply Note No. 23/3-B/45 of November 7th, 1952 in which our two governments agreed to cooperate in a program of training in vocational and industrial crafts and to establish a Joint Fund for the improvement and expansion of Her Imperial Majesty's Handicraft School in Addis Ababa as the first activity to be undertaken pursuant to the Agreement.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 230 of May 18th, 1954, namely :

[See note I]

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

(Initialled) [illegible]
[SEAL]

Embassy of the United States of America
Addis Ababa