

No. 3315

**UNITED STATES OF AMERICA
and
CHILE**

Agreement for a co-operative program (Chilean-American Agreement for a program of reforestation and dune stabilization in the area between the Maule and Bío-Bío Rivers). Signed at Santiago, on 30 December 1953

Official texts: English and Spanish.

Registered by the United States of America on 26 April 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

Accord relatif à un programme de coopération (Accord chilo-américain relatif à un programme de reboisement et de fixation des dunes dans la région située entre le rio Maule et le rio Bío-Bío). Signé à Santiago, le 30 décembre 1953

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 avril 1956.

No. 3315. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CHILE AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR A CO-OPERATIVE PROGRAM (CHILEAN-AMERICAN AGREEMENT FOR A PROGRAM OF REFORESTATION AND DUNE STABILIZATION IN THE AREA BETWEEN THE MAULE AND BÍO-BÍO RIVERS). SIGNED AT SANTIAGO, ON 30 DECEMBER 1953

The Government of the Republic of Chile, represented by its Minister of Foreign Affairs, his Excellency Guillermo del Pedregal, and the Government of the United States of America, represented by its Ambassador in the Republic of Chile, his Excellency Willard L. Beaulac, have agreed as follows :

Article I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two Governments at Santiago, Chile, on January 16, 1951,² ratified by the Chilean Congress and promulgated by Decree No. 392 of the Ministry of Foreign Affairs, dated June 26, 1951, a cooperative program as described below shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile, will be performed by it through the Ministerio de Tierras y Colonización (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 Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Ministry, on behalf of the Government of the Republic of Chile, and the Institute, 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. The Institute will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this Agreement. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the Basic Agreement for Technical Cooperation.

¹ Came into force on 30 December 1953, the date of signature, in accordance with article XII.

² United Nations, *Treaty Series*, Vol. 151, p. 147; Vol. 179, p. 265, and Vol. 184, p. 376.

Article II

The objectives of this cooperative program will be :

1. Conservation of soil and water resources in the watershed of the Andalien River in the Province of Concepción, by means of a reforestation program to be undertaken in cooperation with the Project for Soil and Water Conservation of the Program of Agricultural Development and Rural Hygiene for the Provinces of Maule, Ñuble, and Concepción, which was signed on July 15, 1953.¹
2. Stabilization and aforestation of the Chanco Dunes.
3. Technical and financial assistance in establishing a tree nursery in cooperation with the Dirección Nacional de Agricultura and the Departamento Técnico Interamericano de Cooperación Agrícola through Project No. 22 "Soil and Water Conservation Project" which was signed on August 1, 1953.¹
4. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in this field.
5. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Chile and to strengthen the democratic ways of life.

Article III

The Institute agrees to furnish the technicians and specialists to collaborate in carrying out the cooperative program.

Article IV

There is hereby established a Joint Fund which will serve as an agency of the Government of the Republic of Chile and shall administer the cooperative program in accordance with the provisions of this Agreement. The Ministro de Tierras y Colonización (hereinafter referred to as the "Minister"), or his delegate, and the Director of Technical Cooperation of the Institute in Chile, or his representative, shall act as Directors of the Joint Fund. The moneys of the Joint Fund may be maintained in such bank or banks as the Directors shall select, and shall be available only for the purposes of this Agreement.

Article V

The contracting 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 :

1. The Government of the United States of America, during the period from the date of signing of this Agreement through June 30, 1954, shall make available

¹ Not printed by the Department of State of the United States of America.

the funds necessary to pay salaries and other expenses of the American Specialists and Technicians, 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 administered by the Institute and shall not be deposited to the credit of the Joint Fund.

2. In addition, for the period from the date on which this Agreement is signed through June 30, 1954, the Government of the United States of America shall contribute and make available to the Joint Fund the sum of \$ 20,000.00 (Twenty Thousand Dollars) in currency of the United States of America. The contracting parties agree that these funds shall be withheld in the United States of America to pay the expenses of the Joint Fund to be made outside of the Republic of Chile in U.S. Dollars; provided, however, that the Minister and the Director of Technical Cooperation of the Institute may agree to deposit any part of this sum to the Joint Fund when deemed necessary. The amounts used for payments in dollars, when expended as agreed upon by the Minister and the Director shall be considered as if deposited to the credit of the Joint Fund.

3. The Government of the Republic of Chile, for the period from the date on which this Agreement is signed through June 30, 1954, shall deposit to the credit of the Joint Fund the sum of \$ 6,600,000.00 (Six Million Six Hundred Thousand Pesos) in currency of the Republic of Chile.

4. The contracting parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from June 30, 1954, through June 30, 1960.

5. The conversion of the funds contributed by the Government of the United States of America to the Joint Fund into pesos shall be made at the highest exchange rate available at the time of the conversion.

6. The sums deposited to the credit of the Joint Fund in banks, either in the United States of America or in Chile, shall be withdrawn only by checks or other documents bearing the joint signature of both Directors of the Joint Fund. The Directors shall provide in the deposit agreement to be made with any bank that the bank shall be obligated to repay to the Joint Fund any moneys 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 both Directors.

Article VI

1. Projects undertaken under this Agreement may include cooperation with national or provincial local governmental agencies in Chile, as well as with organizations of a public or private character, and international organizations of

which the United States of America and the Republic of Chile are members. By agreement between the Directors, contributions of funds or property, by either or both parties, or by any third party may be accepted for the Joint Fund in addition to those mentioned in Article V.

2. The Government of the Republic of Chile in addition to the cash contribution provided for in Paragraph 3 of Article V hereof, may, at its own expense, pursuant to agreement between the Minister and the Director :

a. Appoint specialists and other necessary personnel to collaborate with the Joint Fund.

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services, as it can provide.

c. Make available the general assistance of the other governmental agencies of the Government of the Republic of Chile for carrying out the cooperative program.

Article VII

1. The cooperative program shall consist of projects, to be jointly planned and administered by the Directors of the Joint Fund. Each Project shall be embodied in a written operational agreement which shall be signed by both Directors, shall define the work to be done, shall make the necessary allocations of funds, and may contain such other matters as the parties may agree to include.

2. Upon completion of any projects, a completion memorandum shall be drawn up and signed by the Directors which shall contain a record of the work done, the objectives sought to be achieved, the funds contributed, the expenditures made, the problems encountered and solved, and other related basic data.

3. The specialists, technicians and other Chilean personnel in the field of agriculture to be sent for training to the United States of America or elsewhere at the expense of the Joint Fund pursuant to this program, as well as the training or other activities in which they shall participate shall be determined jointly by the Directors.

4. The general policy and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement and accounting for funds, the incurrence of obligations of the Joint Fund, the purchase, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions of their employment, and all other administrative matters shall be determined jointly by the Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Joint Fund and shall be signed by both Directors. The books and records of the Joint Fund relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of the Republic of Chile and the Government of the United States of America. The Directors of the Joint Fund shall render a joint annual report of their activities to the two Governments and other reports at such intervals as may be appropriate.
6. Any power, right or obligation conferred by this Agreement upon either the Minister or the Director of Technical Cooperation of the Institute may be delegated by either of them to any of their respective assistants, provided each such delegation be satisfactory to the other. Such delegation will not limit the right of the Minister or of the Director of Technical Cooperation to determine any matter directly between them.

Article VIII

1. All funds deposited to the credit of the Joint Fund pursuant to this Agreement shall continue to be available for the objectives of the cooperative program during the existence of this Agreement without regard to annual periods or fiscal years of either of the two parties.
2. All materials, equipment and supplies acquired 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 Government of Chile.
3. Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against any contribution due from either Government.
4. Any funds of the Joint Fund which remain unexpended or unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be disposed of in the following manner :
 - a. Deposits in Chilean Currency will be returned to the Government of Chile.
 - b. Deposits in United States Currency will be returned to the Government of the United States of America.

Article IX

The Government of Chile agrees to extend to the Joint Fund, and to all personnel employed by the Joint Fund, all rights and privileges enjoyed by agencies of the Government of Chile or by its personnel.

Article X

It is agreed by the contracting parties that the personnel of the Institute, cooperating in this Program, shall be entitled to all the rights accorded to employees of the Government of the United States of America under Article IV of the Basic Agreement for Technical Cooperation.

Article XI

The Government of the Republic of Chile will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

Article XII

This Agreement may be referred to as the "Chilean-American Agreement for a Program of Reforestation and Dune Stabilization in the Area between the Maule and Bío-Bío Rivers". It shall become effective on the date it is signed and shall remain in force through June 30, 1960, or until three months after either Government shall give notice in writing to the other of intention to terminate it. The duration of this Agreement through June 30, 1960, shall be subject to the availability of appropriations to both parties for the purpose of the program and to the provisions of Article V, Paragraph 4, hereof.

DONE in quadruplicate, in the English and Spanish languages, at Santiago, Chile, this 30th day of December, 1953.

For the Government
of the Republic of Chile :
(Signed) GUILLERMO DEL PEDREGAL
Minister of Foreign Relations

For the Ministerio
de Tierras y Colonización :
(Signed) [illegible]
Minister

For the Government
of the United States of America :
(Signed) WILLARD L. BEAULAC
Ambassador

For the Institute
of Inter-American Affairs :
(Signed) [illegible]
Director of Technical Cooperation
in Chile