

No. 3317

**UNITED STATES OF AMERICA
and
MEXICO**

**Exchange of notes constituting an agreement relating to a
project of technical co-operation for the establishment
in Mexico of a training school. Mexico, 6 April 1954**

Official texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

**Échange de notes constituant un accord relatif à un projet
de coopération technique pour la création d'une école
de formation professionnelle au Mexique. Mexico,
6 avril 1954**

Textes officiels anglais et espagnol.

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

No. 3317. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND MEXICO RELATING TO A PROJECT OF TECHNICAL CO-OPERATION FOR THE ESTABLISHMENT IN MEXICO OF A TRAINING SCHOOL. MEXICO, 6 APRIL 1954

I

The American Ambassador to the Mexican Minister for Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 912

México, D. F., April 6, 1954

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, 1951,² as subsequently modified and supplemented,³ and to the request of your Government, dated August 5, 1952, in note No. 506625,⁴ for the initiation of a project of technical cooperation for the establishment in Mexico of a school for training operators and mechanics for equipment for construction, agriculture and transportation.

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 Facilities*

Pursuant to the Point Four General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Mexico effected by an exchange of notes signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, a cooperative project for the establishment of a school for training operators and mechanics for equipment for construction, agriculture and transportation

¹ Came into force on 6 April 1954 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 141, p. 211.

³ United Nations, *Treaty Series*, Vol. 200, p. 312, and Vol. 233, p. 306.

⁴ Not printed by the Department of State of the United States of America.

shall be initiated and carried out in Mexico. Responsibility for fulfillment of the obligations assumed herein by the Government of Mexico shall rest with the Ministry of Communications and Public Works (hereinafter referred to as "Communications"). Communications, in discharging those obligations, may secure the assistance of other public and private 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 those 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*

a. During the term of this Agreement the Administration shall furnish technical consultation and assistance in the establishment and initial operation at El Olivar D.F., Mexico, of a school for training operators and mechanics for equipment for construction, agriculture and transportation (hereinafter referred to as "El Olivar School"). It is understood that the Asociacion Mexicana de Caminos (hereinafter referred to as "AMC"), a private civic association for highway promotion in Mexico, has primary responsibility for the establishment and operation of El Olivar School. It is specifically agreed that the technical consultation and assistance to be furnished by the Administration shall be provided directly to AMC and its designees. The technical consultation and assistance to be furnished by the Administration shall consist of the following :

(1) The Administration will furnish technical consultation in the planning of a curriculum, in the development of courses, in the selection and training of the teaching staff, and in other professional and technical matters related to the establishment and initial operation of El Olivar School.

(2) The Administration will, during the term of this Agreement, furnish to AMC or to such legal entity as AMC may designate on behalf of El Olivar School, for use at El Olivar School, workshop equipment, educational materials and teaching aids of a total value of not to exceed \$50,000 (Fifty Thousand Dollars). The Director of the Mission (hereinafter referred to as the "Director"), or his designee and the head of AMC or his designee shall mutually agree upon the specific items to be furnished by the Administration and the times at which they are to be furnished. The Administration will directly procure and pay for the materials, equipment and other items which it is to furnish under this paragraph, and shall provide for their transportation to El Olivar School. It is understood that title to such materials, equipment and other items shall pass to AMC or other appropriate legal entity on behalf of El Olivar School at the time title to such material, equipment or other item passes from the seller. Such materials, equipment and other items shall, unless otherwise approved in writing by the Director or his designee, be used at El Olivar School in carrying out its projects during the full term of this Agreement.

b. The Government of Mexico shall take all necessary and appropriate steps to assure the effective establishment and operation of El Olivar School, and for making effective use of the technical consultation and assistance to be furnished by the Administration in connection therewith. It is the intention of the two parties that El Olivar School shall in general be established and operated in accordance with the plan dated August 30, 1953, submitted to Communications by the tripartite planning commission composed of members from Communications, the Government of the United States of America, and AMC. It is understood, however, that AMC may make or authorize to be made such departure from the plan as it may consider appropriate.

3. *Technicians and Specialists*

The Administration will make available in Mexico not more than two full-time specialists, and may make available additional short-term consultants, to furnish the technical consultation agreed to be provided by the Administration under paragraph 2 above. These 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 and under the direction of the Director. It is understood that the Administration may at its discretion, after consultation with AMC, withdraw, replace or temporarily assign to other duty any specialist assigned to this cooperative project by the Administration.

4. *Contributions*

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

(1) Costs of salaries, allowances (including cost of per diem for 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.

(2) Costs of furnishing the materials, equipment, and other items agreed to be furnished by the Administration in accordance with paragraph 2a (2) above.

b. The Government of Mexico will pay, or arrange to have paid, all other costs involved in carrying out this cooperative project including, but not necessarily limited to the following :

(1) 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 land, buildings, facilities, materials, equipment, supplies and services, (other than the materials, equipment, and other items to be furnished by the Administration under paragraph 2a (2) above) required for the effective establishment and operation of El Olivar School, the nature and extent of such items to be determined by the Government of Mexico.

5. *Rights and Exemptions*

a. The Government of Mexico shall make such arrangements as may be necessary so that the Government of the United States of America and any public or private organization under contract with the Government of the United States of America, shall incur no expense for customs duties or import taxes on supplies, equipment, and materials introduced into Mexico for purposes of this Agreement by the Administration or such public or private organization under contract.

b. 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 of America, and all personnel of the Government of the United States of America, 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. *Completion Memorandum and Reports*

Upon substantial completion of this cooperative project, a Completion Memorandum shall be drawn up and signed by the Director and the Minister of Communications and Public Works of Mexico or their designees which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data. In addition, the Director and the Minister or their designees shall provide for the rendering to Communications and the Administration of interim reports on activities under this Agreement at such intervals as may be appropriate but not less frequently than annually.

7. *Duration and Termination*

a. This Agreement shall remain in force until December 31, 1956, or until thirty days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier.

b. In the event of termination of this Agreement prior to December 31, 1956, by action of the Government of the United States of America, the Administration shall be relieved of its obligation to furnish materials, equipment and other items under paragraph 2*a* (2) hereof with respect to materials, equipment and other items in which title has not vested in AMC or other legal entity on behalf of El Olivar School at the time of termination. In the event of termination of this Agreement prior to December 31, 1956, by action of the Government of Mexico, the Administration shall be relieved of its obligation under paragraph 2*a* (2) above and the Government of Mexico shall, unless otherwise agreed in writing by the Director, reimburse the Administration for the cost of materials, equipment and other items in which title was vested in AMC or other legal entity on behalf of El Olivar School at the time of termination.

c. It is understood that the obligations of the two Governments hereunder after June 30, 1954, 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 Señor Don Luis Padilla Nervo
Minister for Foreign Relations
México, D. F.

II

The Mexican Minister for Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MÉXICO

503972.

México, D. F., a 6 de abril de 1954

Señor Embajador :

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 912, de esta fecha, en la cual se refiere al Acuerdo General sobre Cooperación Técnica, celebrado entre el Gobierno de México y el de los Estados Unidos de América por medio del canje de notas de 27 de junio de 1951, modificado y adicionado posteriormente, así como la nota de mi Gobierno número 506625, de fecha 5 de agosto de 1952, a fin de que se inicie un proyecto de cooperación técnica para el establecimiento en México de una escuela de adiestramiento de operarios y mecánicos especializados en equipos de construcción y agricultura y transportes.

Vuestra Excelencia, en su nota número 912, me dice al respecto :

« Tengo el honor de referirme al Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de México y el Gobierno de los Estados Unidos de América, efectuado mediante canje de notas firmado en la ciudad de México el día 27 de junio de 1951 el cual fué modificado y adicionado posteriormente, y a la solicitud de vuestro Gobierno contenida en nota número 506625, de 5 de agosto de 1952, a fin de que se iniciara un proyecto de cooperación técnica para el establecimiento en México de una escuela de adiestramiento para operarios y mecánicos en equipos de construcción, agricultura y transportes. — Me es grato informar a Vuestra

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

L. P. N.

Excelentísimo Señor Francis White,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

503972.

México, D. F., April 6, 1954

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 912 of today's date, in which reference is made to the 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 on June 27, 1951, as subsequently modified and supplemented, and to my Government's note No. 506625, of August 5, 1952, requesting the initiation of a project of technical cooperation for the establishment in Mexico of a school for training operators and mechanics specialized in construction, agricultural, and transportation equipment.

In this connection Your Excellency informs me as follows in note No. 912 :

[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 communication shall constitute an Agreement on Technical Cooperation for the establishment in Mexico of a training school for operators and mechanics of construction, agricultural, and transportation equipment, which shall enter into force today and shall be governed in its entirety 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

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

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