

**No. 3318**

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**UNITED STATES OF AMERICA  
and  
PERU**

**Agreement for special technical services. Signed at Lima,  
on 13 April 1954**

*Official texts: English and Spanish.*

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

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

**Accord relatif à des services techniques spéciaux. Signé à  
Lima, le 13 avril 1954**

*Textes officiels anglais et espagnol.*

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

No. 3318. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PERU FOR SPECIAL TECHNICAL SERVICES. SIGNED AT LIMA, ON 13 APRIL 1954

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The Government of the United States of America and the Government of Peru;

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Lima on January twenty-fifth nineteen hundred and fifty one, as subsequently amended and clarified,<sup>2</sup> which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity;

Have agreed as follows :

*Article I*

SPECIAL TECHNICAL SERVICES

1.—The Government of the United States of America will make available to the Government of Peru, from time to time, when requested by the Government of Peru and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of Peru and that is included within the scope of the technical cooperation program of the United States of America.

2.—Technical services will be made available to the Government of Peru under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3.—The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations

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<sup>1</sup> Came into force on 21 May 1954, by notification to the Government of the United States of America given by the Government of Peru of its approval of the Agreement, in accordance with article VI.

<sup>2</sup> United States of America : *Treaties and Other International Acts Series 2772*.

Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, the regional office of the Administration 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.

4.—The technicians and specialists made available to the Government of Peru under this Agreement, together with those made available under Program Agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in Peru. The Technical Mission shall be headed by a Director of The United States of America Foreign Operations Mission to Peru (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of Peru.

5.—Every technician or specialist made available to the Government of Peru under paragraph 1 of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation hereinabove referred to.

## *Article II*

### PROJECT OPERATIONS

1.—The work to be performed under this Agreement shall consist of a series of projects to be jointly planned and administered by the Director, or the principal technician in the field of activity involved when designated for this purpose by the Director, and the Minister of the Government of Peru at the head of the Ministry within whose field of responsibility the activity lies, or such other Representative as the Government of Peru may designate for this purpose (hereinafter referred to as the "Minister"). Each project shall be embodied in a written project agreement which shall be signed by the Minister and the Director, shall define the work to be done, shall make financial provisions for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the Administration, and may contain such other matters as the parties may desire to include.

2.—Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Director, 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.

3.—Specialists, technicians, and others in any field of activity that is related to the economic development of Peru may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions of this Agreement and as a part of the training program of the Administration. The selection of the persons to be sent for such training, as well as the training activities in which they shall participate, shall be determined jointly by the Minister and the Director.

4.—The policies and procedures that are to govern the carrying out of projects under this Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Minister and the Director.

5.—All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Minister and the Director. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of America and the Government of Peru. The Minister and the Director shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

6.—Any power conferred in this Agreement upon either the Minister or the Director may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either to refer any matter directly to the other for discussion and decision.

### *Article III*

#### JOINT CONTRIBUTIONS

1.—The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Government of Peru under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2.—In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3.—The Government of Peru may, at its own expense, pursuant to Agreement between the Minister and the Director :

a) Appoint specialists and other personnel to collaborate with the members of the technical mission assigned by the Director to the particular project;

b) Make available such office space, office equipment and furnishings, materials, equipment, supplies, and services as it can provide;

c) Make available the general assistance of the other governmental agencies of the Government of Peru for carrying out such projects.

4.—The projects to be undertaken under this Agreement may include cooperation with national, state and local governmental agencies in Peru, as well as with organizations of a public or private character, and international organizations of which the United States of America and Peru are members. By agreement between the Minister and the Director, contributions of funds, property services or facilities by any of such third parties may be accepted for use in effectuating any such project.

5.—All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purpose of any other project hereunder shall be at the disposition of the Government of Peru.

#### *Article IV*

##### RIGHTS AND EXEMPTIONS

1.—In accordance with the spirit of paragraph 1 of Article I on Assistance and Cooperation of the General Agreement for Technical Cooperation, the Government of Peru agrees to extend to the Minister and the Director for the purposes of each project carried on under this Agreement, and to all personnel working under their supervision upon such projects, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of Peru or by their personnel.

2.—Supplies, equipment and materials, contributed to any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into Peru free of any customs and import duties, in accordance

with the terms already established in the General Agreement for Technical Cooperation approved in the year nineteen hundred and fifty-two.

3.—The rights and privileges referred to in paragraph 1 of this Article 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 any project under this Agreement.

4.—All personnel of the Government of the United States of America whether employed directly by it or under contract between it and a public or private organization, who are present in Peru to perform work under this Agreement, and whose entrance into the country has been approved by the Government of Peru under Article I of this Agreement, shall be exempt from income and social security taxes levied under the laws of Peru 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 and from property taxes on personal property intended for their own use. Such employees and accompanying members of their families shall receive the same treatment with respect to the payment of customs duties and additional import taxes and charges on personal effects, equipment, and supplies imported into Peru for their own use as is accorded by the Government of Peru to diplomatic personnel of the United States Embassy in Peru with the rank of First Secretary, as already established in the General Agreement for Technical Cooperation approved in the year nineteen hundred and fifty two. At suitable intervals, the Ambassador of the United States of America to Peru shall furnish to the Minister for Foreign Affairs of Peru the names of the personnel to whom the provisions of this paragraph are applicable.

#### *Article V*

##### EFFECT UPON CERTAIN EARLIER AGREEMENTS

The provisions of this Agreement shall be applicable, from the date of its entry into force, to the work of any technician or specialist heretofore made available by the Government of the United States of America to the Government of Peru, as a part of the work of the Interdepartmental Committee on Scientific and Cultural Cooperation, an agency of the Government of the United States of America, where such work has not hitherto been covered by a written agreement or arrangement between the two Governments and is to continue after the date of entry into force of this Agreement.

*Article VI*

## ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Special Services Program Agreement". It shall enter into force on the date of a written communication to the Government of the United States of America from the Government of Peru, notifying its approval, and shall remain in force through December thirty first, nineteen hundred and sixty, 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 shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

DONE in duplicate, in the English and Spanish languages, at Lima, this thirteenth day of April, nineteen hundred and fifty-four.

For the Government of the United States of America :

Harold H. TITTMANN

Ambassador of the United States of America

J. R. NEALE

Director, United States of America Foreign Operations Mission to Peru

For the Government of Peru :

Ricardo RIVERA SCHREIBER

Minister of Foreign Affairs