

No. 3340

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**UNITED STATES OF AMERICA  
and  
ITALY**

**Agreement for a technical co-operation program for the  
Trust Territory of Somaliland under Italian adminis-  
tration. Signed at Rome, on 28 June 1954**

*Official text: English.*

*Registered by the United States of America on 3 May 1956.*

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

**Accord relatif à un programme de coopération technique  
pour le Territoire sous tutelle de la Somalie sous  
administration italienne. Signé à Rome, le 28 juin  
1954**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 3 mai 1956.*

No. 3340. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF ITALY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR A TECHNICAL CO-OPERATION PROGRAM FOR THE TRUST TERRITORY OF SOMALILAND UNDER ITALIAN ADMINISTRATION. SIGNED AT ROME, ON 28 JUNE 1954

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The Government of Italy and the Government of the United States of America have agreed as follows :

*Article I*

This agreement is entered into between the Italian Government (in its capacity as the Administering Authority of Somaliland) and the Government of the United States of America to aid the efforts of the Somalian people to develop their living conditions by encouraging the exchange of technical knowledge and skill and the flow of investment capital.

*Article II*

The objectives of this cooperative program are :

1. To promote and strengthen friendship and understanding between the peoples of Somalia and the United States of America and to further their general welfare.
2. To aid the efforts of the people of Somalia to develop their resources, to improve their working and living conditions, and to improve their social and economic progress.
3. To this end, to facilitate the development of the economic resources and productive capacities of the people of Somalia through cooperative action, and
4. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques.

*Article III*

There is hereby established, as an agency of the Administering Authority, the Somalia Developmental Committee (hereinafter referred to as the Committee), composed of one representative each from the Administering Authority and the Government of the United States.

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<sup>1</sup> Came into force on 28 June 1954, upon signature, in accordance with article XI.

The Committee shall make studies of the needs of Somalia in the fields of agriculture, health and education and the resources which are available to meet these needs ; study developmental plans prepared by the Administering Authority, and assist in the formulation of plans for the balanced economic development of economic resources of the country and the productive capacity of the people of Somalia, and the necessary continuous adaptations of such a program.

#### *Article IV*

There is hereby established, as an agency of the Administering Authority, the Somalia Development Fund, which shall be responsible under the supervision of the Somalia Developmental Committee, for administering this cooperative program. The Administering Authority and the Government of the United States shall each designate one person to serve as a Co-director of the Fund. The Fund shall administer a program designed to contribute to the balanced and integrated development of the economic resources and productive capacities of the country. As agreed upon in accordance with the provisions of this agreement the Fund may undertake such projects as :

(a) Agricultural Research and Experimentation ; Agricultural Education and Demonstration ; Livestock Development ; Land Utilization and Management ; Soil and Water Conservation ; Agricultural Credit ; Irrigation Development ; Fisheries ; Storage, processing and distribution of foods and agricultural products ; and such other projects in agriculture and related fields as the parties may agree upon ; and related training activities both within and outside of Somalia.

(b) In the field of Public Health the initiation and administering of projects to improve the productive capacity of the people of Somalia, such as health centers and other facilities for the control of disease ; the development of safe water supplies ; sewerage disposal and environmental sanitation ; insect control ; health education ; and such other projects in the field of health as the parties may agree upon ; and related training activities both within and outside of Somalia.

(c) In the field of education, the initiation and administration of projects for elementary and vocational education, teacher education, and related training activities both within and outside of Somalia.

(d) Projects in such other technical fields as may be agreed upon which contribute to the objectives of this agreement.

#### *Article V*

The parties hereto shall make the following contributions in furtherance of the objectives of and in accordance with the terms of this agreement :

1. The Government of the United States, will furnish subject to the provisions of any applicable United States legislation either through its own agencies or

instrumentalities, or through persons or agencies acceptable to Italy and Somalia, qualified persons subject to the approval of the Committee, in technical administrative, or teaching capacities, on the basis of operational programs submitted by the Committee ; and, in accordance with the laws and regulations of the United States of America, will pay the salaries of such persons and the costs of transportation in the United States for them and their families. The funds to pay these expenses shall be administered by the Government of the United States. The Government of Italy shall pay transportation to and from Somalia, local living allowances and per diem in accordance with applicable U. S. Government regulations or standards.

2. The Government of the United States shall make available to the credit of the Somalia Development Fund, for expenditure under the terms and conditions of this Agreement, the sum of \$300,000.00 (Three Hundred Thousand Dollars) in currency of the United States of America. It is further contemplated that part of this sum may be used, if so recommended by the Committee, to purchase lire, somalos or other currencies, to be used exclusively for the Somalia Development Fund.

3. In addition, Lire 187,500,000 (equivalent of \$300,000.00) of the lire generated through the sale of commodities made available to Italy by the United States under Section 550 of the Mutual Security Act of 1951, as amended,<sup>1</sup> shall be deposited in the Somalia Development Fund, as and to the extent that it is deposited to the account of the U.S. Government.

4. The Government of Italy shall deposit in the Somalia Development Fund the unexpended balances remaining from technical assistance projects for Somalia which already have been approved and completed.

5. The Administering Authority shall immediately review the Budget of Somalia with the view of making such changes as are required in order to make available the equivalent of \$600,000.00 (Six Hundred Thousand Dollars) So. 4,285,714 (Four Million Two Hundred Eighty-Five Thousand Seven Hundred Fourteen Somalos), which shall be deposited to the Fund in Somalia for the use of this program.

6. Each deposit required by this section to be made by one of the parties hereto shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party has been made or firmly committed.

7. The funds contributed pursuant to sections 2, 3, 4 and 5 of this Article V shall be available for the procurement of supplies, materials and equipment and personal services other than those provided for in section 1 and for any other needs of the program provided for in this agreement.

<sup>1</sup> United States of America : 67 Stat. 159 ; 22 U.S.C. § 1675.

8. Such of the funds deposited by the Government of the United States to the credit of the Fund as are converted to Italian or Somalian currency shall be converted at that rate which is applicable to all United States Government expenditures under the terms of the agreement of January 25, 1947<sup>1</sup> between Italy and the United States.

9. Subject to the provisions of Section 6 hereof, the balances of all funds deposited to the credit of the Fund pursuant to this Agreement shall continue to be available for this cooperative program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties. All materials, equipment and supplies acquired for the Fund shall become the property of the Fund and shall be used in the furtherance of this Agreement.

10. Income from operations carried on pursuant to this cooperative program and any other increment of assets of whatever nature or source accruing to the Fund shall be devoted to carrying out this cooperative program and shall not be credited against any contribution of either party.

#### *Article VI*

1. The cooperative program herein provided for shall consist of a series of projects to be planned by the Committee and administered by the Co-directors of the Fund. Each project shall be embodied in a written project agreement which shall be signed by the Committee members and the Co-directors, shall define the work to be done and the manner of its accomplishment, shall make allocations of funds therefor and shall contain a budget and table of personnel required plus a proposed time table of steps to be taken in accomplishing the objectives of the project.

2. Annual progress reports shall be made for each project, which shall provide a record of the work done, expenditures made, the problems encountered and solved, and related basic data, and the estimated date of completion.

3. The selection of specialists and technicians and any others to be trained at the expense of the Fund pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Committee.

4. The policy and administrative procedures that govern the carrying out of projects under this cooperative program, such as the budgeting, disbursement and accounting for funds, the purchase, use and inventory and disposition of property, the appointment and discharge of local personnel, and other administrative matters shall be determined by the Co-directors of the Fund.

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<sup>1</sup> Not printed by the Department of State of the United States of America.

5. The books and records of the Fund shall be open at all times for examination by authorized representatives of the Government of Italy and the Government of the United States of America. The Fund shall render an annual report of its activity to the two Governments through the Committee.

#### *Article VII*

It is understood that, subject to the availability of the appropriations and provided that the progress of the Program is satisfactory to both Governments, the Administering Authority and the United States Government intend to make such future contributions to the program as shall be hereafter mutually agreed upon.

The Administering Authority, in addition to the cash contribution provided for in Article V (5) hereof, may make available, at its own expense, pursuant to agreement with the Committee, specialists and other necessary personnel to collaborate with experts furnished under this agreement; such office space, office equipment, furnishings and such other facilities, materials, equipment, supplies and services as it can conveniently provide; and the general assistance of the governmental agencies of Somalia.

By agreement among the Committee, contributions of funds, properties, services and facilities by third parties in addition to the funds, properties, services and facilities required to be contributed under this agreement, may be accepted for use in carrying out the cooperative program.

#### *Article VIII*

All rights and privileges which are generally enjoyed by all other governmental divisions and agencies of the Italian Government or by their personnel shall accrue to all personnel furnished under this Agreement to the same extent to which they are available to all such other governmental divisions and agencies or to their personnel.

The rights and privileges referred to in this Article shall also accrue to any agency of the Government of the United States with respect to those of its operations which are related to, and its property which is to be used for, and its personnel which is employed in connection with, this cooperative program.

All personnel provided to this program by the United States and accompanying members of their families shall be granted and issued all visas, licenses, or permits of any kind required to enable them to enter Italy and Somalia to carry on the work to be done under this Agreement and shall be exempt from all taxes with respect to income upon which they are obliged to pay income or other taxes to the United States of America and from property taxes on personal property intended for their own use and from taxes and payment of customs and import duties on

personal effects, equipment and supplies imported into Italy or Somalia for their own use or use in connection with their duties under this program.

#### *Article IX*

The Governments of Italy and the United States and the Administering Authority recognize that it is in their mutual interest that full publicity be given to the objectives and progress of this cooperative program and of the actions taken in furtherance of this program in order to strengthen the sense of common effort which is essential to the achievement of the objectives of the program. The Committee will encourage the dissemination of such information and will make it available to the media of public information.

#### *Article X*

Any right, privilege, power or duty conferred by this Agreement upon a member of the Committee or upon the Co-directors may be delegated by him to any of his assistants, provided that each such delegation be satisfactory to the other members of the Committee and Co-directors.

Meetings of the Committee may be held in Rome. If any representative of the Committee cannot be represented he may delegate his duties to any of his assistants in accordance with the provisions of this article.

#### *Article XI*

1. This Agreement shall enter into force upon signature and shall remain in force until 60 days after receipt of notification by either Government of the intention of the other to terminate it, but in no event after December 31, 1959; provided, however, that the obligations of the parties of this Agreement shall be subject to the availability of the funds to both parties for the purpose of this program and to the further agreement of the parties pursuant to Article VII.

2. Any monies of the Fund which remain unexpended or unobligated upon the termination of this Agreement shall be returned to the contributing parties in the proportion of the respective contribution to the Fund made by each party.

3. The Administering Authority will endeavor to obtain such legislation and take such executive action as may be required to carry out the terms of this Agreement.

*Article XII*

The Administering Authority will deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States of America so that the same shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the present Agreement.

DONE, at Rome, Italy, this 28th day of June, 1954.

For the Government of Italy :

Vittorio Badini CONFALONIERI

For the Government of the United States of America :

Henry J. TASCA

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