

No. 3526

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**UNITED STATES OF AMERICA  
and  
IRAQ**

**Subsidiary Agreement for a co-operative program of  
community welfare. Signed at Baghdad, on 2 March  
1955**

*Official texts: English and Arabic.*

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

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
IRAK**

**Accord subsidiaire relatif à un programme de coopération  
en matière de services sociaux de la collectivité. Signé  
à Bagdad, le 2 mars 1955**

*Textes officiels anglais et arabe.*

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

No. 3526. SUBSIDIARY AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRAQ FOR A CO-OPERATIVE PROGRAM OF COMMUNITY WELFARE. SIGNED AT BAGHDAD, ON 2 MARCH 1955

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

*Article I*

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, as amended between the Government of the United States of America and the Government of Iraq signed at Baghdad on April 10, 1951,<sup>2</sup> becoming effective on June 2, 1951, a Cooperative Program of Community Welfare shall be initiated in Iraq. The two governments, through agencies which each shall designate, shall cooperate in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation as amended.

*Article II*

OBJECTIVES

The objectives of this Cooperative Program of Community Welfare are :

1. To promote and strengthen understanding and good will between the peoples of the United States of America and Iraq and to further secure growth of democratic ways of life ;
2. To facilitate the development of community welfare in Iraq through cooperative action on the part of the two governments ; and
3. To stimulate and increase the interchange between the two countries of knowledge, skills, and techniques in the field of community welfare.

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<sup>1</sup> Came into force on 2 March 1955, the date of signature, in accordance with article XI.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 151, p. 179. See also Agreement of 18 December 1951 and 21 February 1952 relating to technical co-operation : United Nations, *Treaty Series*, Vol. 198, p. 225.

*Article III*

## TECHNICAL GROUP

The designated agency of the Government of the United States of America will make available a group of technicians and specialists to collaborate in carrying out the activities that may be provided for in this Agreement. The technicians and specialists thus made available will constitute the technical group, which shall bear such title as the Government of the United States of America may designate, and be headed by a director. The director and other members of the technical group will be selected by the Government of the United States of America but shall be acceptable to the Government of Iraq.

*Article IV*

## FIELDS OF ACTIVITY

This Cooperative Program of Community Welfare will include, to the extent that the parties from time to time agree thereon, operations of the following types :

1. Studies of the needs of Iraq in the field of community welfare and the resources which are available to meet these needs ;
2. The formulation and continuous adaptation of a program to help meet such needs ;
3. The initiation and administration of projects in village life improvement ; home economics ; home and shelter improvement ; and such other projects in community welfare and related fields as the parties may agree upon ;
4. Related training activities, both within and outside of Iraq.

*Article V*

## THE COOPERATIVE SERVICE

There is hereby established within the Ministry of Social Affairs of the Government of Iraq (hereinafter referred to as the "Ministry") an administrative entity to be known as the Iraqi-American Cooperative Community Welfare Service, (hereinafter referred to as the "Service"), which shall be responsible, under the supervision of the Minister of Social Affairs, (hereinafter referred to as the "Minister"), for administering the Cooperative Program of Community Welfare in accordance with the provisions of this Agreement. The Minister and the director of the designated agency of the Government of the United States of America shall each designate one person to serve as Co-Director of the Service, provided that the Minister may designate himself to serve in this capacity if he so chooses. Members of the technical group may become officers or employees of the Service under such arrangements as may be agreed upon by the Co-Directors.

*Article VI*

## JOINT CONTRIBUTIONS

The 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, in accordance with the following schedules :

1. The Government of the United States of America shall pay the salaries and other expenses of the members of the technical group, 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 expended by the Government of the United States of America and shall not be deposited to the credit of the Service.

2. In addition, for the period from the date of entry into force of this Agreement through June 30, 1955, the Government of the United States of America shall contribute to the Service the sum of \$30,000. This sum is in addition to the sum of \$100,000.00 contributed by the Government of the United States of America in the fiscal year 1954 for the contract with the International Voluntary Services Incorporated for the Village Improvement Project. The parties agree that this sum of \$30,000.00 shall be deposited to the credit of the Service in a single payment within thirty days after this agreement shall enter into force. The amount so deposited shall be considered to be contributed to the Service at the time of such deposit.

3. The Ministry, for the period from the date of entry into force of this Agreement through June 30, 1955, shall deposit to the credit of the Service a sum not to exceed ID. 25,000. within the limits of the allocation made in the budget of the Ministry of Social affairs. This sum shall be deposited to the credit of the Service in a single payment within thirty days after this Agreement shall enter into force.

4. The parties may later arrange in writing the amount of funds that each will contribute each year for use in carrying out the program during the period from June 30, 1955, through December 31, 1960, within the limits of such allocations in the budgets.

5. The funds contributed pursuant to paragraphs 2, 3, and 4 of this Article VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other personal services by employment or contract, and for any other needs of the program.

6. The monies deposited to the credit of the Service may be maintained in such bank or banks as the Co-Directors shall agree upon, and shall be available only for the purposes of this Agreement. No monies shall be withdrawn from funds of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Service. The Co-Direc-

tors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Service any monies which it shall pay out from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

### *Article VII*

#### ADDITIONAL CONTRIBUTIONS

1. The projects to be undertaken under this Agreement may include cooperation with various organizations in accordance with paragraph 2 of Article I of the General Agreement.

2. The Ministry, and other agencies of the Government of Iraq, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may at their own expense, pursuant to agreement between the Co-Directors :

- a. Appoint specialists and other necessary personnel to collaborate with the technical group ;
- b. Make available such buildings, office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies and services as they can provide for the said program ; and
- c. Make available the general assistance of other governmental agencies of the Government of Iraq for carrying out the Cooperative Program of Community Welfare.

### *Article VIII*

#### PROJECT ADMINISTRATION

1. The Cooperative Program of Community Welfare herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors, subject to the provisions of the General Agreement. Each project shall be embodied in a written project arrangement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefore from monies available to the Service, and may contain such other matters as the parties may desire to include. The Co-Directors may enter into project arrangements with other ministries or agencies of the Government of Iraq, to provide for the administration of projects by such other agencies on behalf of the Service.

2. 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 the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data, and other basic information related to the project.

3. The Co-Directors may help to select Iraqi specialists, technicians, and other persons working in the field of community welfare for training outside Iraq.

4. The general policies and administrative procedures that are to govern the Cooperative Community Welfare Program, the carrying out of projects, and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters shall be determined by the Co-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 Service and shall be signed or authorized by the two Co-Directors. The books and records of the Service relating to the cooperative program shall be open at all times for examination and inspection by authorized representatives of the Government of Iraq and the Government of the United States of America. The Government of Iraq will further give full cooperation to such representatives, including the provision of facilities necessary for observation and survey of the carrying out of this Agreement, including the use of assistance furnished under it. If such examination discloses that funds have been expended or assets utilized contrary to the provisions of this Agreement or of any Project Arrangement executed hereunder, the Government of Iraq and the Government of the United States of America will agree on suitable action for a satisfactory correction of the exceptionable situation, and the Government of Iraq will give its full cooperation, including the furnishing of facilities and persons, to prosecute such action to conclusion. The Co-Directors shall render an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his assistants, provided each such delegation is satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to one another for discussion and decision.

#### *Article IX*

##### ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the cooperative Program of Community Welfare during the existence of this Agreement. These amounts shall be brought forward continuously to this account year by year.

2. Title to all materials, equipment and supplies acquired for the Service by the Government of the United States of America with funds contributed to the Service, shall, unless otherwise agreed by the Co-Directors, pass to the Service at

the time such title is relinquished by the seller. Property acquired by the Service shall be used only in the furtherance of this Agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Government of Iraq.

3. Income from operations of the Service, interest received on funds of the Service, and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either party.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the Cooperative Program of Community Welfare 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 on behalf of the two Governments under this Agreement, as it may be from time to time amended and extended.

5. The Minister agrees to extend to the Service, and to all personnel employed by the Service, all rights and privileges which are enjoyed by other agencies of the Ministry or by their personnel.

#### *Article X*

##### RIGHTS AND EXEMPTIONS

1. Supplies, equipment and materials introduced into Iraq by the Government of the United States of America, either directly or by contract with public or private organizations, for the purpose of effectuating such an Agreement shall be admitted into Iraq free of any customs duties and import taxes.

2. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Iraq to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Iraq under Article III, shall be exempt from income and social security taxes levied under the laws of Iraq 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, from property taxes on personal property intended for their own use, and from 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.

#### *Article XI*

##### ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the « Community Welfare Service Program Agreement », and shall replace the Agreement effected by the exchange

of notes between the two Governments, designated American Embassy No. 57 dated July 21, 1952, and Government of Iraq, Ministry of Foreign Affairs No. Mussa'adat/215/215/101/19790, dated August 18, 1952.<sup>1</sup> Cooperative projects currently in operation in the field of community welfare shall be conducted subsidiary to this Agreement. This Agreement shall enter into force on the date that it is signed and shall remain in force through December 31, 1960, or until three months after the receipt by either party of notice in writing of intention of the other to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from July 1, 1955, through December 31, 1960, shall be subject to the availability of funds to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate, in the English and Arabic languages, at Baghdad this eight day of Rejab, 1374 Hijri and this second day of March 1955.

For the Government of the United States of America :

W. J. GALLMAN

Ambassador of the United States of America

Henry WIENS

Director U. S. A. Operations Mission to Iraq

[SEAL]

For the Government of Iraq :

BASHAYAN

Acting Minister of Foreign Affairs

S. WADI

Minister of Social Affairs

[SEAL]

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 184, p. 131.