

No. 3800

UNITED STATES OF AMERICA
and
HAITI

**Exchange of notes constituting an agreement relating to
a technical co-operative project for the development
of the Artibonite Valley. Port-au-Prince, 11 May
and 24 June 1955**

Official texts: English and French.

Registered by the United States of America on 8 April 1957.

ÉTATS-UNIS D'AMÉRIQUE
et
HAÏTI

**Échange de notes constituant un accord relatif à un
projet de coopération technique pour le développement
de la vallée de l'Artibonite. Port-au-Prince, 11 mai
et 24 juin 1955**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 8 avril 1957.

No. 3800. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HAITI RELATING TO A TECHNICAL CO-OPERATIVE PROJECT FOR THE DEVELOPMENT OF THE ARTIBONITE VALLEY. PORT-AU-PRINCE, 11 MAY AND 24 JUNE 1955

N° 3800. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET HAÏTI RELATIF À UN PROJET DE COOPÉRATION TECHNIQUE POUR LE DÉVELOPPEMENT DE LA VALLÉE DE L'ARTIBONITE. PORT-AU-PRINCE, 11 MAI ET 24 JUIN 1955

I

The American Ambassador to the Haitian Secretary of State for Foreign Relations

I

L'Ambassadeur des États-Unis au Secrétaire d'État des relations extérieures d'Haïti

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI AMERICAN EMBASSY

No. 206

May 11, 1955,

Excellency :

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Haiti effected by an exchange of notes signed at Port-au-Prince on May 2, 1951,² and to the request of the Government of Haiti that the Government of the United States of America acting through The Institute of Inter-American Affairs of the Foreign Operations Administration, or a successor agency (referred to below as the "Institute"), assist the Government of Haiti, acting through the Artibonite Valley Authority (referred to below as the "ODVA"), to carry out certain of the ODVA's obligations under Article V, subparagraph *b* and Article VII of the amendatory agreement dated August 22, 1951,³ amending and supplementing the agreement dated July 6, 1949³ between the Government of Haiti and the Export-Import

¹ Came into force on 24 June 1955 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 151, p. 191, and Vol. 180, p. 372.

³ Not printed by the Department of State of the United States of America.

¹ Entré en vigueur le 24 juin 1955 par l'échange desdites notes.

Bank of Washington, D. C. by furnishing for the ODVA to the extent agreed upon by the ODVA and the Institute, personnel who will provide advisory and management services for the Project for the development of the Artibonite Valley in Haiti (referred to below as the "Project") pursuant to the aforesaid provisions of the aforesaid Agreement. The Government of the United States of America is agreeable to the continued furnishing of such assistance through the Institute, to the extent set forth below :

1. The Institute agrees, if the ODVA should so request, to assist the ODVA to carry out its responsibilities by providing an advisor to the Technical Director whom ODVA will appoint and, to the extent considered necessary by the ODVA and the Institute, the services of additional technicians for advising the other personnel which ODVA will use to carry out the Project and, for a period not to exceed one year subject to extension upon agreement of the ODVA and the Institute, the services of management personnel. Should the Institute provide such management personnel, it is understood that such personnel will be responsible to the ODVA, that the ODVA will continue to be fully responsible for the project's management and that full time counterpart personnel will be provided by ODVA to be trained for assumption of administrative management and technical responsibility for the Project with the specific aim that each individual so assigned shall assume his appropriate position at the earliest date that the ODVA and the Institute determine to be feasible within the time limit above indicated.

After the assumption of each position by ODVA counterpart personnel, the corresponding Institute employee will assume an advisory role only.

2. The ODVA agrees to supply such funds as may be necessary for the purpose of carrying out the Project ; provided, however, that the salaries and other expenses of all regular and contractual employees of the Government of the United States of America detailed to perform services hereunder shall be paid by the said Government or the contracting agency thereof. The funds of ODVA supplied hereunder will be administered by the Technical Director and will be used for the salaries and expenses of personnel, supplies and equipment, contractual services and other necessary expenses for carrying out such activities as the ODVA, with the Institute's advice may determine to be necessary.

In addition, the ODVA agrees to :

- a) Make available such office space, office equipment and furnishing and such other facilities, materials, equipment, supplies, buildings and services as may be necessary for the Project, including adequate housing facilities for the Haitian and U. S. Personnel to be stationed in the Artibonite Valley.
- b) Make use, to the extent available, of the services of the other governmental agencies of the Republic for carrying out the Project.

3. The ODVA and the Institute agree that the ODVA, through the Technical Director of the Project, shall have full responsibility for all the personnel assigned to the Project, for the technical phases of the Project and its administration. The Technical Director will report directly and be responsible to the ODVA for the execution of the said phases of the Project.

4. The ODVA and the Institute agree that a complete long term operations plan shall be developed by the ODVA (in detail for the first year), with cost estimates and bud-

gets in summary for the first development period, currently estimated at 9 years. This long term plan will be reviewed not less than once a year and detailed annual operating and development plans and budgets will be made by ODVA well in advance of the beginning of each fiscal year. The Technical Director of the Project shall, after the completion of the annual plans and budgets, have full administrative authority for their execution and shall be given wide latitude of choice, under the general supervision of the ODVA Board, in determining the most economical and desirable methods of execution of each annual plan.

5. With a view toward the achievement of maximum economy and efficiency in administrative management of the Project, the general policies and administrative procedures that are to govern the carrying out of the Project shall be determined by ODVA with the advice of the IIAA personnel. Such policies and procedures shall deal with items such as the disbursement and accounting for funds, the incurrence of obligations of ODVA, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel employed to carry out the Project and the terms and conditions of their employment. In developing such procedures, the provisions of the aforesaid Agreement with the Export-Import Bank, together with any amendments approved by both parties, and Haitian fiscal and administrative regulations will be complied with to the extent applicable.

6. The books and records of the ODVA relating to the Project shall be open at all times for inspection and audit by authorized representatives of the ODVA, the Institute and the Bank.

7. The Institute personnel assigned to the Project and the members of their families shall be exempt from all Haitian income tax and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to their own Governments, and from import duties 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 the customs and import duties on personal effects, equipment and supplies imported into Haiti for their own use and will be afforded such other privileges as are accorded by the Government of Haiti to diplomatic personnel of the United States Embassy in Haiti.

These arrangements shall come into force on the date of the receipt of Your Excellency's reply and shall remain in force until June 30, 1956, or until 30 days after either Agency has informed the other Agency in writing of its intention to terminate these arrangements, whichever is the earlier.

It shall be understood, of course, that any question as to the extent to which these arrangements satisfy any requirements of the aforesaid agreement with Export-Import Bank shall be determined by the Bank.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.

Roy Tasco DAVIS

His Excellency M. Mauclair Zéphirin
Secretary of State for Foreign Relations
Port-au-Prince

“Je profite de cette occasion pour renouveler à Votre Excellence, les assurances de ma considération la plus haute et la plus distinguée.

“Roy Tasco DAVIS”

En réponse à cette communication, j’ai l’honneur de proposer à Votre Excellence l’adoption aussitôt que possible d’un nouvel arrangement administratif relatif à la fourniture de l’aide technique au Projet de Développement de la Vallée de l’Artibonite. Le nouvel arrangement devrait prévoir le louage de services techniques, par l’intermédiaire de sociétés privées américaines, avec la responsabilité financière de la FOA.

En attendant que ce nouvel arrangement soit conclu le Gouvernement accepte les propositions contenues dans la Note ci-dessus laquelle constitue avec la présente réponse un Accord entre nos deux Gouvernements devant entrer en vigueur à la date de ce jour.

Je saisis cette occasion, Monsieur l’Ambassadeur, pour renouveler à Votre Excellence, l’assurance de ma haute considération.

Clément JUMELLE
Secrétaire d’État a.i.

Son Excellence Monsieur Roy Tasco Davis
Ambassadeur Extraordinaire et Plénipotentiaire
des États-Unis d’Amérique
Port-au-Prince

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF HAITI

DEPARTMENT OF STATE FOR FOREIGN RELATIONS

Permanent Committee for Technical Assistance

SG/AT/387

Port-au-Prince, June 24, 1955

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency’s note no. 206 dated May 11, 1955, which is worded as follows :

[See note I]

In reply to this communication, I have the honor to propose to Your Excellency the adoption as soon as possible of a new administrative arrangement relative to the furnishing of technical aid to the Project for the Development of the Artibonite

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

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

Valley. The new arrangement should provide for engaging technical services through private American companies, under the financial responsibility of the Foreign Operations Administration.

Until such time as this new arrangement is concluded, the Government accepts the proposals contained in the foregoing note, which constitutes, with the present reply, an agreement between our two Governments that shall enter into force on today's date.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurances of my high consideration.

Clément JUMELLE
Secretary of State ad interim

His Excellency Roy Tasco Davis
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Port-au-Prince