

No. 3664

UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC

Exchange of notes constituting an agreement for a co-operative agriculture program. Ciudad Trujillo, 22 and 30 June 1955

Agreement for a co-operative agriculture program, confirming the above-mentioned Agreement. Signed at Ciudad Trujillo, on 13 October 1955

Official texts: English and Spanish.

Registered by the United States of America on 16 January 1957.

ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DOMINICAINE

Échange de notes constituant un accord relatif à un programme de coopération agricole. Ciudad-Trujillo, 22 et 30 juin 1955

Accord relatif à un programme de coopération agricole, confirmant l'Accord susmentionné. Signé à Ciudad-Trujillo, le 13 octobre 1955

Textes officiels anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 16 janvier 1957.

No. 3664. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE DOMINICAN REPUBLIC FOR A CO-OPERATIVE AGRICULTURE PROGRAM. CIUDAD TRUJILLO, 22 AND 30 JUNE 1955

I

The American Embassy to the Dominican Department of State for Foreign Affairs and Worship

No. 505

The Embassy of the United States of America presents its compliments to the Department of State for Foreign Affairs and Worship and has the honor to refer to its Note No. 14002, dated June 7, 1955,² relative to a request for Technical Assistance in the establishment of a Cooperative Agricultural Servicio in the Dominican Republic for the purpose of effectuating a broad program of agricultural development in accordance with the General Agreement on Technical Cooperation concluded between the Government of the United States of America and the Government of the Dominican Republic on February 20, 1951.³

There is cited below the terms of a program agreement on agricultural development assistance into which the Government of the United States through the Foreign Operations Administration is prepared to enter :

AGREEMENT FOR A COOPERATIVE AGRICULTURE PROGRAM BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

The Government of the United States of America and the Government of the Dominican Republic,

Have agreed as follows :

Article I

OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the Dominican Republic, effected by an exchange of notes signed at Ciudad Trujillo on February 20, 1951, the cooperative agriculture program in the Dominican Republic shall be continued as set forth herein. The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration

¹ Came into force on 30 June 1955 by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

³ United Nations, *Treaty Series*, Vol. 132, p. 305, and Vol. 179, p. 222.

(hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations hereunder through the Institute of Inter-American Affairs. The obligations assumed herein by the Government of the Dominican Republic will be performed by it through its Department of Agriculture (hereinafter referred to as the "Department"). The obligations assumed herein by the Administration and the Department may be performed, respectively, by the Administration and the Department, any successor agency to either of those agencies, or any other agency designated for the purpose. The Administration and the Department may secure the assistance of other public and private agencies in discharging their respective obligations hereunder. The Administration and the Department shall participate jointly 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 said General Agreement for Technical Cooperation.

Article II

OBJECTIVES

The objectives of this cooperative agriculture program are :

1. To facilitate and encourage the development of improved agricultural services for people of the Dominican Republic through cooperative action.
2. To develop methods and techniques whereby knowledge in the field of agriculture may be applied to the solution of agricultural problems of the Dominican Republic.
3. To encourage and assist in the diversification of the agriculture of the Dominican Republic as a means toward a broadened agricultural economy and a better balanced national dietary.
4. To promote the interchange of knowledge, skills and techniques in agriculture between the two countries, to strengthen understanding between the people of the Dominican Republic and the United States, and to foster the growth of democratic ways of living.

Article III

FIELDS OF ACTIVITY

This cooperative agriculture program 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 the Dominican Republic in the field of agriculture and the resources which are available for exploitation to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;
3. The initiation and administration of projects in the field of agriculture, emphasizing extension and research involved with basic or new crops and with livestock, and with development of such specific crops as coffee and cacao, and also providing for assistance and advice to the Department on its development program and other projects in the field of agriculture as the parties may agree upon;
4. Related training activities both within and outside of the Dominican Republic.

Article IV

THE COOPERATIVE SERVICE

There is hereby established within the Department, the Servicio Técnico Interamericano Cooperativo Agrícola (hereinafter referred to as the "STICA"). The STICA shall be an agency of the Government of the Dominican Republic, and shall administer the cooperative agriculture program in accordance with the provisions of this Agreement. The Director of the United States Operations Mission (hereinafter referred to as the "Mission Director") or such person as the Mission Director may designate after prior consultation with the Secretary of State for Agriculture (hereinafter referred to as the "Secretary") shall serve as the Director of the STICA (hereinafter referred to as the "Director"). United States personnel may become officers or employees of the STICA by appointment by the Director, under such terms and conditions as may be agreed upon by the Secretary and the Director.

Article V

PROJECT OPERATIONS

1. The Cooperative agriculture program herein provided for shall consist of a series of projects to be planned jointly by the Director and the Secretary or his designee. Each project shall be embodied in a written project agreement which shall be signed by the Mission Director and the Secretary or their designees and by the Director. Each project agreement shall define the work to be done, shall, as necessary, make allocations of funds therefor, from moneys available to the STICA, and may contain such other matters as the parties may desire to include. Project Agreements may be entered into with other departments or agencies of the Government of the Dominican Republic to provide for the administration or projects by such other agencies.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Mission Director and the Secretary or their designees and the Director, which shall provide a record of the objectives ought to be achieved, the work done, the expenditures made, the problems encountered and the results achieved.

3. The general policies and general administrative procedures that are to govern the cooperative program, the carrying out of projects and the operations of the STICA, such as the disbursement of, and accounting for, funds, the incurrence of obligations of the STICA, the purchase, use inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the STICA and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Director and the Secretary or their designees.

4. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of STICA and shall be signed by the Director, provided, that any contract committing STICA funds in an amount in excess of one thousand dollars (\$ 1,000) shall be approved in advance by the Secretary or his designee. The books and records of the STICA relating to the cooperative program shall be open at all times during the term of this Agreement and three years thereafter, for examination by authorized representatives of the Government of the Dominican Republic and the Government of the United States of America. Either

party may at any time during the term of this Agreement observe any operations conducted hereunder, and inspect any properties procured by the STICA under this Agreement. The Director shall, when requested by either party, render to such party an annual report of the activities of the STICA, and shall submit other reports at such intervals as may be appropriate.

5. It is understood that, in the event that the STICA is required to be represented before any judicial body or governmental agency in the Dominican Republic, the United States personnel shall not be required to appear for purposes of such representation and that the Department shall, as necessary, arrange such representation.

6. Any power conferred by this Agreement upon the Mission Director or the Secretary may be delegated in writing by either of them to any of their respective assistants. Such delegation shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

Article VI

UNITED STATES PERSONNEL

1. The Administration will make available funds to pay the costs of furnishing, in accordance with project agreements executed pursuant to paragraph 1 of Article V, the services of technicians to collaborate in carrying out the cooperative program. The Administration will also pay the costs of assigning administrative and technical support personnel necessary in conducting the activities under this Agreement, the number and type of such personnel to be determined by the Administration. All personnel assigned in the Dominican Republic pursuant to this paragraph shall be selected or approved by the Administration and shall be subject to acceptance by the Government of the Dominican Republic. Funds made available by the Administration for purposes of this paragraph shall, unless otherwise specified in the applicable project agreement, be administered directly by the Administration. (The technicians and administrative and technical support personnel whose services are financed pursuant to this paragraph, including United States Government employees, and employees of organizations under contract with, or individuals under contract with, the Government of the United States, the Government of the Dominican Republic, or any agency authorized by the Government of the Dominican Republic, shall herein be referred to as "United States personnel".)

2. United States personnel assigned in the Dominican Republic hereunder shall, except as may otherwise be specified by the Administration, be members of the United States Operations Mission to the Dominican Republic, which is headed by the Mission Director. All United States personnel assigned in the Dominican Republic hereunder shall be under the general direction of the Mission Director. (References herein to the Office of Mission Director shall be understood to include any successor office that may be designated by the Government of the United States).

Article VII

JOINT CONTRIBUTIONS OF FUNDS

1. In addition to the contributions provided for in paragraph 1 of Article VI, the Administration shall deposit to the credit of the STICA for the period from the date of entry into force of this agreement through December 31, 1955, the sum of fifty thousand

dollars (\$ 50,000) in currency of the United States. This deposit shall be made according to the following schedule of installments :

Date of signing \$ 50,000

2. The Department shall deposit to the credit of the STICA for the period from the date of entry into force of this Agreement through December 31, 1955, the sum of one hundred thousand pesos (RD \$ 100,000) in the currency of the Dominican Republic. This deposit shall be made according to the following schedule of installments :

Date of signing RD \$ 50,000

October 1, 1955 RD \$ 50,000

3. The two parties may later contribute additional funds to the program pursuant to arrangements entered into by the Secretary and the Mission Director, or their designees, or by other authorized representatives of the two parties. The provisions of this Article VII shall be applicable to any such future financial contributions.

4. With respect to contributions to be deposited to the credit of the STICA, it is intended that such deposits will, ordinarily, be made by the two parties in installments at the same times and in proportionally equivalent amounts. Each installment deposited to the credit of the STICA by either of the parties shall be available for withdrawal or expenditure only after the corresponding agreed installment of the other party has been deposited. Funds deposited by either party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 5 of Article X of this Agreement.

5. The funds contributed pursuant to paragraph 1, 2 and 3 of this Article VII shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other services by employment or contract, and for any other needs of the program.

6. Funds deposited to the credit of the STICA may be maintained in such bank or banks as the Director and the Secretary, or his designee shall agree upon, and shall be available only for the purpose of this Agreement. No funds of the STICA shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by the Director and the Secretary or their designees.

Article VIII

DEPARTMENT CONTRIBUTIONS IN KIND

1. In addition to the contributions of funds by the Department pursuant to Article VII, the Department, as may be specified in project agreements or as may otherwise be required (in addition to the commodities and services obtained pursuant to paragraph 5 of Article VII) for carrying out the cooperative program, will at its own expense provide supplies, equipment and facilities, and make available the services of technical and other personnel to collaborate with the United States personnel in carrying out the cooperative program.

2. The Department will, to the extent that it is able to do so, provide office space and office equipment and facilities as required for the cooperative program.

3. The Department will arrange for the cooperation and general assistance of other government and private agencies in the Dominican Republic for carrying out the cooperative program.

Article IX

ADDITIONAL CONTRIBUTIONS

The projects to be undertaken under this Agreement may include cooperation with national, provincial and local governmental agencies in the Dominican Republic, as well as with organizations of a public or private character in the Dominican Republic and in the United States, and international organizations of which the United States and the Dominican Republic are members. By agreement between the Mission Director and the Secretary or their designees contributions of funds, property, services or facilities by either or both parties, or by any such third party, may be accepted by the STICA for use in effectuating the cooperative agriculture program, in addition to the contributions provided for under Articles VI, VII, and VIII.

Article X

ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the STICA pursuant to this Agreement shall continue to be available for the cooperative agriculture program during the existence of this Agreement without regard to annual periods or fiscal years of either of the parties.

2. Title to all materials, equipment and supplies acquired for the STICA by the Administration with funds contributed to the STICA but withheld from deposit to the credit of the STICA shall, unless otherwise agreed by the Secretary and the Mission Director or their designees, pass to the STICA at the time such title is relinquished by the Seller. Property acquired by the STICA 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 Department which, it is understood, will use such property in a manner which will further the objectives sought in carrying out this Agreement.

3. Income from operations of the STICA, interest received on funds of the STICA, and any other increment of assets of the STICA, 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. Funds deposited by the Administration to the credit of the STICA shall be convertible into Dominican pesos at the highest rate which, at the time the conversion is made, is not unlawful in the Dominican Republic.

5. Any funds of the STICA which remain unexpended and unobligated on the termination of the cooperative agriculture program, shall, unless otherwise agreed upon in writing by the parties hereto at the time, be returned to the parties hereto in the proportion of the respective contributions made by the Administration and the Department under this Agreement, as it may from time to time be amended and extended.

Article XI

RIGHTS AND PRIVILEGES

1. The Government of the Dominican Republic will extend to the STICA and to all personnel employed by the STICA all rights and privileges which are enjoyed by other agencies of the Department or by their personnel. Such rights and privileges, so

far as they pertain to communications, transportation and exemption from taxes, imports and stamp taxes, shall also accrue to agencies and personnel of the United States with respect to operations which are related to and property which is used for the cooperative agriculture program.

2. All employees of the Government of the United States engaged in carrying out the cooperative program of agriculture, who are not citizens of the Dominican Republic, shall be exempt from all Dominican Republic income taxes and social security taxes with respect to income on which they are obligated to pay income or social security taxes to the Government of the country of which they are citizens and from property taxes on personal property intended for their own use. Such employees shall also be exempt from the payment of customs and import duties on personal effects, equipment and supplies imported into the Dominican Republic for their own use or for the use of the members of their families. The Director on behalf of the STICA, or the Mission Director or his designee, on behalf of the STICA, or the Mission Director or his designee, on behalf of the Administration, shall be allowed to withdraw imports and other shipments from the customs warehouse upon written certification to the Director of Customs that the imports and shipments received are for the use of the STICA or that they are personal effects of those persons exempt from payment of customs duties as stated in the present paragraph.

3. In the case of personnel under contract with or otherwise financed by the Administration who are engaged in carrying out the cooperative program and who do not receive the exemptions from Dominican Republic customs and taxes specified in the preceding paragraph of this Article XI, the Government of the Dominican Republic shall make such arrangements as may be necessary so that such personnel, and the Administration, shall incur no expense for Dominican Republic customs and taxes from which such personnel would be exempt under the preceding paragraph of this Article XI if they were employees of the Administration.

Article XII

SOVEREIGN IMMUNITY

The parties declare their recognition that agencies and corporate instrumentalities of the Government of the United States engaged in activities in the Dominican Republic pursuant to this Agreement are entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of the Dominican Republic, which are enjoyed by the Government of the United States.

Article XIII

LEGISLATIVE AND EXECUTIVE ACTION

The Government of the Dominican Republic will effectuate such executive actions and endeavor to secure such legislative action in the Dominican Republic as may be necessary to carry out the terms of this Agreement.

Article XIV

ENTRY INTO FORCE AND DURATION

1. This Agreement may be referred to as the "Agriculture Program Agreement." It shall enter into force on the date on which it is signed, and shall remain in force through

June 30, 1960, or until 30 days after either party shall have given notice in writing to the other of intention to terminate it, whichever is earlier. The obligations of the parties under this Agreement except for obligations specified in paragraphs 1 and 2 of Article VII and except as may subsequently be provided in contribution agreements, project agreements or similar arrangements, shall be subject to the availability of funds to the parties for purpose of the program.

2. The provisions of this agreement shall, except as may be subsequently agreed by the two parties, be applicable from the date of its entry into force to all activities in the Dominican Republic within the scope of Article III hereof which are being carried out in cooperation with the Administration. The provisions of any prior agreements providing for such activities are hereby superseded to the extent that they are inconsistent herewith.

The Government of the United States will consider the present note and the Department's reply concurring therein as constituting an agreement between the two governments, which shall enter into force on the date of the Department's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of State for Foreign Affairs and Worship the assurance of its highest consideration.

W. T. P.

Ciudad Trujillo, Dominican Republic
June 22, 1955

II

The Dominican Department of State for Foreign Affairs and Worship to the American Embassy

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DOMINICANA

DOMINICAN REPUBLIC

SECRETARÍA DE ESTADO

DEPARTMENT OF STATE

DE RELACIONES EXTERIORES Y CULTO

FOR FOREIGN AFFAIRS AND WORSHIP

16086

16086

La Secretaría de Estado de Relaciones Exteriores y Culto presenta sus saludos a la Embajada de los Estados Unidos de América, y tiene el honor de referirse a la nota Núm. 505, de fecha

The Department of State for Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and has the honor to refer to note No. 505 dated June 22,

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

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

22 de junio de 1955, en la cual esa Embajada transcribe los términos del programa del Convenio sobre Ayuda en el Desarrollo Agrícola, para ser formalizado entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana.

El indicado proyecto de Convenio ha sido examinado detenidamente y merecido la aprobación del Gobierno de la República Dominicana, por lo cual la presente nota de respuesta servirá para hacer entrar en vigor el Convenio, de conformidad con lo expresado en el párrafo final de la mencionada nota Núm. 505.

La Secretaría de Estado de Relaciones Exteriores y Culto hace provecho de la oportunidad para reiterar a la Embajada de los Estados Unidos de América, las seguridades de su alta consideración.

E. DE M.

Ciudad Trujillo, 30 de junio de 1955
Año del Benefactor de la Patria

1955, in which the Embassy transcribes the terms of the program agreement on agricultural development assistance to be concluded between the Government of the United States of America and the Government of the Dominican Republic.

The said draft agreement has been carefully examined and approved by the Government of the Dominican Republic; therefore, the present note in reply will serve to bring the agreement into force, in conformity with the final paragraph of the aforesaid note No. 505.

The Department of State for Foreign Affairs and Worship avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

E. DE M.

Ciudad Trujillo, June 30, 1955
Year of the Nation's Benefactor

AGREEMENT¹ FOR A CO-OPERATIVE AGRICULTURE PROGRAM BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC, CONFIRMING THE AGREEMENT OF 22 AND 30 JUNE 1955.² SIGNED AT CIUDAD TRUJILLO, ON 13 OCTOBER 1955

The Government of the United States of America and the Government of the Dominican Republic, desiring to amplify and intensify technical collaboration by the establishment of a Cooperative Agricultural Service in the Dominican Republic for the purpose of realizing an extensive program of agricultural development in conformity with the General Agreement for Technical Cooperation entered into between the Government of the United States and the Government of the Dominican Republic on February 20, 1951,³

Deeming it convenient to conclude an agreement that facilitates these purposes,

Have agreed as follows :

Article I

OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the Dominican Republic, effected by an exchange of notes signed at Ciudad Trujillo on February 20, 1951, the cooperative agriculture program in the Dominican Republic shall be continued as set forth herein. 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"), an agency of the Government of the United States of America. The Administration may discharge its obligations hereunder through the Institute of Inter-American Affairs. The obligations assumed herein by the Government of the Dominican Republic will be performed by it through its Department of Agriculture (hereinafter referred to as the "Depart-

¹ Came into force on 13 October 1955 by signature.

² See p. 314 of this volume.

³ United Nations, *Treaty Series*, Vol. 132, p. 305, and Vol. 179, p. 222.

ment"). The obligations assumed herein by the Administration and the Department, may be performed, respectively, by the Administration and the Department, any successor agency to either of those agencies, or any other agency designated for the purpose. The Administration and the Department may secure the assistance of other public and private agencies in discharging their respective obligations hereunder. The Administration and the Department shall participate jointly 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 said General Agreement for Technical Cooperation.

[For the text of articles II to XIII, see p. 315 of this volume]

Article XIV

ENTRY INTO FORCE AND DURATION

1. This Agreement may be referred to as the "Agriculture Program Agreement." This Agreement entered into force on June 30, 1955, which is the date of Diplomatic Note numbered 16086 of the Department of State for Foreign Affairs and Worship, accepting its provisions, and shall remain in force through June 30, 1960, or until 30 days after either party shall have given notice in writing to the other of intention to terminate it, whichever is earlier. The obligations of the parties under this Agreement except for obligations specified in paragraphs 1 and 2 of Article VII and except as may subsequently be provided in contribution agreements, project agreements or similar arrangements, shall be subject to the availability of funds to the parties for purpose of the program.

2. The provisions of this agreement shall, except as may be subsequently agreed by the two parties, be applicable from the date of its entry into force to all activities in the Dominican Republic within the scope of Article III hereof which are being carried out in cooperation with the Administration. The provisions of any prior agreements providing for such activities are hereby superseded to the extent that they are inconsistent herewith.

This Agreement is in confirmation of that reached in the exchange of the United States of America Embassy's note number 505, dated June 22, 1955, and that of the Department of State for Foreign Affairs and Worship of the Dominican Republic numbered 16086 and dated June 30, 1955.

DONE in duplicate, in the English and Spanish languages, at Ciudad Trujillo, Dominican Republic, this 13th day of October, 1955.

For the Government
of the Dominican Republic :

E. DE MARCHENA
Secretary of State
for Foreign Affairs
and Worship

J. U. GARCIA B.
Secretary of State
for Agriculture
and Mines

For the Government
of the United States :

William T. PHEIFFER
Ambassador
of the United States
of America

Ralph R. WILL
Director
of the United States
of America Operations Mission
to the Dominican Republic