

No. 3902

**UNITED STATES OF AMERICA
and
LIBYA**

**Agreement for a co-operative program in natural resources.
Signed at Tripoli, on 28 July 1955**

Official texts: English and Arabic.

Registered by the United States of America on 25 June 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBYE**

**Accord relatif à un programme de coopération dans le
domaine des ressources naturelles. Signé à Tripoli,
le 28 juillet 1955**

Textes officiels anglais et arabe.

Enregistré par les États-Unis d'Amérique le 25 juin 1957.

No. 3902. AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA FOR A CO-OPERATIVE PROGRAM IN NATURAL RESOURCES. SIGNED AT TRIPOLI, ON 28 JULY 1955

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

Article I

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the United Kingdom of Libya, signed on behalf of the two Governments at Tripoli, Libya, on July 21, 1955,² a cooperative natural resources program shall be initiated in Libya. The obligations assumed herein by the Government of the United Kingdom of Libya will be performed by it through its Ministry of National Economy (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through such United States Government agency or agencies as the Government of the United States of America may designate (hereinafter referred to as the "Agency" for the purposes of this Agreement). The Agency on behalf of the Government of the United States of America, and the Ministry on behalf of the Government of the United Kingdom of Libya, 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 provisions of said General Agreement for Technical Cooperation.

Article II

OBJECTIVES

The objectives of this cooperative natural resources program are :

1. To facilitate the survey and development of natural resources in Libya through cooperative action on the part of the two Governments;

¹ Came into force on 28 July 1955, the date of signature, in accordance with article IX.

² United Nations, *Treaty Series*, Vol. 264, p. 247.

2. To stimulate and increase the interchange between the two countries of knowledge, skills, and techniques in the field of natural resources.

Article III

FIELDS OF ACTIVITY

This cooperative natural resources 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 Libya in the field of natural resources 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 water conservation and development; ground water investigations; well drilling and irrigation development; land classification and soils studies; mineral investigations; and such other projects in the field of natural resources as the parties may agree upon;
4. Related training activities, both within and outside of Libya.

Article IV

U.S. TECHNICAL STAFF

The Government of the United States of America will furnish a group of technicians and specialists who shall, hereinafter, be referred to as the Technical Staff to collaborate in carrying out the cooperative natural resources program. The technicians and specialists made available by the Government of the United States of America under this Agreement will be headed by an official (hereinafter referred to as the "Director" for the purposes of this Agreement) selected and assigned by, and whose title shall be designated by, the Government of the United States of America. The Director and members of the technical staff shall be appointed by the Government of the United States of America but shall be acceptable to the Government of the United Kingdom of Libya.

Article V

THE JOINT SERVICE

1. The Government of the United Kingdom of Libya agrees to establish under the Ministry an Agency to be known as the Libyan-American Natural Resources Joint Service (hereinafter referred to as the "Service"). The Service

shall be responsible for administering the cooperative natural resources program in accordance with the provisions of this Agreement and the provisions of the General Agreement for Technical Cooperation.

2. The Director and the Minister of National Economy shall serve as the Co-Directors of the Service. The Agency shall furnish a natural resources specialist, subject to the approval of the Minister, who shall serve as Chief of the Service. A Libyan Deputy Chief shall be appointed as soon as practicable. The Chief shall be in direct charge of all operations of the Service under the supervision of the Co-Directors. The Chief and Deputy Chief, assisted by designated personnel of the Technical Staff and of the Ministry, shall develop a plan of organization, staffing and administration, a schedule of projects and plans of work, and a financial budget for the approval of the Co-Directors. All matters relating to general policy, operational requirements, and expenditures in connection with projects undertaken in pursuance of this Agreement shall be jointly determined by the Co-Directors or by their duly authorized representatives.

3. Designated members of the Technical Staff and of the Ministry may become officers or employees of the Service under such arrangements as may be agreed upon by the Director and the Minister. The Service shall directly employ such additional staff as may be agreed necessary.

Article VI

JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds and other contributions 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 Staff assigned to the Service, 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.

2. The Government of the United Kingdom of Libya shall, at its own expense pursuant to agreement between the Director and the Minister :

a. Designate specialists and other necessary personnel to collaborate with members of the Technical Staff assigned by the Director to the Service;

b. Make available such office space, office equipment and furnishings and such other facilities, materials, equipment, supplies, and services as it can provide for the said program;

c. Make available the general assistance of the agencies of the Government of the United Kingdom of Libya for carrying out the cooperative natural resources program.

3. The assets and obligations of the LATAS (Libyan-American Technical Assistance Service) relating to its program of natural resources, as determined by the Director, are hereby transferred to the Service. The Director shall furnish an itemized list to be receipted by the Director and the Minister on behalf of the Service, showing the vehicles, furniture, equipment, supplies, materials, cash balances and unliquidated obligations to be assumed by the Service. All employees of the LATAS who have been employed in connection with its program of natural resources shall be terminated as of the date of this Agreement. Their re-employment by the Service, and the conditions of their employment, shall be subject to the approval of the Director and the Minister.

4. The Government of the United States of America and the Government of the United Kingdom of Libya intend to make additional cash contributions and other contributions to the Service to finance the natural resources program during the United States fiscal year ending June 30, 1956, and during subsequent fiscal years. Such cash contributions shall be embodied in separate cash contribution agreements, which agreements shall be signed by the Director and the Minister or by other authorized representatives of the two Governments.

5. The projects to be undertaken under this Agreement may include cooperation through the Ministry with Agencies of the Federal Government and Provincial Administrations in Libya as well as with institutions of a private character, and international organizations of which either the United States of America or the United Kingdom of Libya is a member. By agreement between the Director and the Minister contributions of funds by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service, and contributions of property, services or facilities by either or both parties, or by any of such third parties, may be accepted and used to carry out the purposes of the cooperative natural resources program.

6. The Service is specifically authorized to serve as an "executing agency" for projects approved by the LARC (Libyan-American Reconstruction Commission) when so designated by the LARC, and to accept transfers of funds from the LARC as required to finance such projects subject to such terms and conditions as may be agreed.

7. The moneys contributed to the Service may be maintained in such bank or banks as the Director and the Minister shall agree, and shall be available

only for the purposes of this Agreement. No funds deposited to the Service's account shall be withdrawn except by issuance of a check or other suitable withdrawal document signed by both the Director and the Minister, or their respectively designated representatives.

Article VII

PROJECT OPERATIONS

1. The cooperative natural resources program herein provided for shall consist of a series of projects to be jointly planned and administered by the Director and the Minister. Each project shall be embodied in a written project agreement which shall be signed by the Director and the Minister and the accredited representative of any agency which has undertaken to contribute in cash or kind to the project if it so desires. Each project agreement shall define the work to be done, shall make allocations of funds therefor from moneys available to the Service, 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 Director and the Minister, 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. The selection of specialists, technicians and others in the field of natural resources to be sent for training to the United States of America or elsewhere pursuant to this program, as well as the training activities in which they shall participate, shall be jointly determined by the Director and the Minister.

4. The general policies and administrative procedures that are to govern the cooperative natural resources 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 jointly by the Director and the Minister.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed for the Service under the name of the relevant project and shall be signed by the Director and the Minister. The books and records of the Service relating to the cooperative program shall be open at all times for the examination of authorized representa-

tives of the Government of the United States of America and the Government of the United Kingdom of Libya. The Director and the Minister shall issue jointly 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 Director or the Minister may be delegated by either of them to any qualified representative, provided that each such delegation be 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.

7. The existing LATAS projects in natural resources may be amended or terminated at the discretion of the Director and the Minister, or may be considered to be projects under this Agreement and may be continued in conformity with its terms.

Article VIII

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 natural resources program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies, acquired for the cooperative program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program will be disposed of by agreement between the Government of the United States of America and the Government of the United Kingdom of Libya.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be deposited to the credit of the Service.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative natural resources program shall at that time, unless otherwise agreed upon in writing by the parties hereto, be returned to the parties hereto in the proportion of the respective monetary contributions made by the Government of the United States of America and the Government of the United Kingdom of Libya under this Agreement, as it may be from time to time amended and extended.

Article IX

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Joint Service Program Agreement for Natural Resources." It shall enter into force on the date on which it is signed, and shall remain in force up to and including December 31, 1960, 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 for the period from June 30, 1955, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of this Agreement.

DONE in duplicate, in the English and Arabic languages, at Tripoli, Libya, this 28th day of July, 1955.

For the Government
of the United States of America :

John L. TAPPIN
Ambassador of the United States
of America

Marcus J. GORDON
Director, USOM/Libya

For the Government
of the United Kingdom of Libya :

BEN HALIM
Minister of Foreign Affairs

S. AL QUADI
Minister of National Economy

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