No. 3978

UNITED STATES OF AMERICA and LIBERIA

General Agreement for technical assistance and co-operation. Signed at Monrovia, on 6 October 1955

Official text: English.

Registered by the United States of America on 20 August 1957.

ÉTATS-UNIS D'AMÉRIQUE et LIBÉRIA

Accord général relatif à l'assistance et à la coopération techniques. Signé à Monrovia, le 6 octobre 1955

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 20 août 1957.

No. 3978. GENERAL AGREEMENT¹ FOR TECHNICAL ASSISTANCE AND CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA. SIGNED AT MONROVIA, ON 6 OCTOBER 1955

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

Considering that the peoples of the United States of America and of the Republic of Liberia have a common interest in economic progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective,

Considering that the interchange of technical knowledge and skills will strengthen the mutual security of both peoples and develop their resources in the interest of maintaining their security and independence,

Considering the desirability of coordinating such interchange of technical knowledge and skills with economic development programs of Liberia,

Considering that the Government of the United States of America and the Government of the Republic of Liberia have agreed to join in promoting international understanding and good will and in maintaining world peace and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

Noting that the General Agreement for Technical Assistance and Cooperation between the Government of the United States of America and the Government of the Republic of Liberia signed at Washington on December 22, 1950² expires by its terms on January 21, 1956,

Desiring to continue the program of technical assistance and cooperation being conducted pursuant to the provisions of the said Agreement, and

Having decided to conclude for that purpose an Agreement revising the said Agreement of December 22, 1950.

Have agreed as follows:

² United Nations, Treaty Series, Vol. 92, p. 145, and Vol. 180, p. 308.

¹ Came into force on 3 February 1956, the date of receipt by the Government of the United States of America of a notification of its ratification by the Government of Liberia, in accordance with article VII (1).

Article I

Assistance and cooperation

- The Government of the United States of America and the Government of the Republic of Liberia undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of the Republic of Liberia. Particular technical cooperation activities will be carried out pursuant to the provisions of separate written subsidiary agreements or separate written understandings as may be reached from time to time by the duly designated representatives of the Government of the Republic of Liberia and of the United States of America. The furnishing of any technical assistance by the Government of the United States of America to the Government of the Republic of Liberia under this agreement will be based on requests made by the Government of the Republic of Liberia and approved by the Government of the United States of America. The obligations of the Government of the United States of America in connection with the activities conducted pursuant to this agreement shall be carried out by such agency or agencies as that government may designate for that purpose.
- 2. The Government of the Republic of Liberia through its duly designated representatives in cooperation with duly designated representatives of the Government of the United States of America and representatives of appropriate international organizations, will endeavor to coordinate and integrate all technical cooperation activities which may be carried on in Liberia and to relate and integrate technical cooperation activities with economic development programs carried on in Liberia.
- 3. The Government of the Republic of Liberia will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.
- 4. The Government of the Republic of Liberia will endeavor to make effective use of the results of technical cooperation projects carried on in the Republic of Liberia in cooperation with the United States of America and agrees to make every effort to take over full responsibility for all projects of a continuing nature instituted under this Agreement, such responsibility to be assumed for each project at the appropriate stage in its development.
- 5. The two governments will consult upon the request of either of them with regard to any matter relating to application of this Agreement to any activity carried out hereunder.
- 6. The Government of the Republic of Liberia agrees to pay a fair share of the costs of technical cooperation activities carried out hereunder.

Article II

INFORMATION AND PUBLICITY

- 1. The Government of the Republic of Liberia will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon:
- a. Information concerning activities carried on under this agreement including a statement of the use of funds, materials, equipment and services provided hereunder.
- b. Information regarding technical assistance which has been or is being requested of other countries or international organizations.
- 2. Not less frequently than once a year the duly designated representatives of the Government of the United States of America and the Government of the Republic of Liberia will make periodic reports to their respective governments on the technical cooperation programs being carried on pursuant to this agreement. Such reports shall include information as to the use of funds, materials, equipment and services allocated and expended for these programs and further, shall include a statement containing a joint evaluation of activities undertaken pursuant to this agreement which shall be prepared by duly designated representatives of both governments.
- 3. The Government of the Republic of Liberia and the Government of the United States of America will endeavor to give full publicity on the technical cooperation programs carried out under this agreement.

Article III

SUBSIDIARY AGREEMENTS AND UNDERSTANDINGS

Agreements and understandings may, consistent herewith and with the laws of the two countries, establish administrative arrangements for carrying on technical cooperation activities; provide for financial and other contributions for purposes of such activities; establish cooperative services or similar agencies, to be jointly financed and administered, to conduct such activities; and contain such other provisions as may be desirable.

The cost of programs and projects to be borne by the Government of the United States of America and the Government of the Republic of Liberia shall be specified in relevant agreements.

Article IV

PERSONNEL

The Government of the Republic of Liberia agrees to receive personnel to be provided by the Government of the United States of America under this agreement, including personnel supplied under contracts financed by the Government of the United States, and acceptable to the Government of the Republic of Liberia. The Government of the United States of America may constitute such personnel or part thereof as a mission which shall bear such title as the Government of the United States of America may designate and which may be headed by an official who shall be designated by the Government of the United States of America. Such personnel may serve in advisory capacities to Liberian agencies as requested by the Government of the Republic of Liberia. Administrative activities involved in projects will be undertaken by such personnel only to the extent required for instruction or demonstration purposes. The Government of the Republic of Liberia will give full cooperation to such personnel and provide them such access within Liberia, including access to and use of equipment and materials furnished by the United States or Liberia, as may be necessary to carry out this agreement or subsidiary agreements.

Article V

RIGHTS AND EXEMPTIONS

- 1. Any supplies, materials, equipment or funds introduced into the Republic of Liberia by the Government of the United States of America pursuant to this general agreement or subsidiary agreements hereto, shall be admitted to Liberia free of any customs duties or imports taxes and shall be exempt from any other taxes, service charges, investment or deposit requirements and currency controls.
- 2. All personnel, other than citizens of Liberia, whether employees of the Government of the United States of America or of public or private organizations under contract with the Government of the Republic of Liberia or its agencies or the Government of the United States of America or its agencies, who are performing work in Liberia in connection with this agreement or subsidiary agreements, shall be exempt from income and social security taxes levied under the laws of Liberia, from property taxes on personal property reasonably intended for their own use in connection with their work under this agreement or subsidiary agreements, and from the payment of any tariff or duty on such goods brought into Liberia; provided, that such exemption shall not apply in cases where such personal property is sold in Liberia to any person not so entitled to such exemption.

Article VI

REPLACEMENT OF PREVIOUS AGREEMENT

1. This Agreement shall, on the date it enters into force, replace the General Agreement for Technical Assistance and Cooperation between the Government of

the United States of America and the Government of the Republic of Liberia signed at Washington on December 22, 1950.

2. Subsidiary agreements entered into pursuant to the General Agreement for Technical Assistance and Cooperation of December 22, 1950 shall continue in force in accordance with their respective terms.

Article VII

ENTRY INTO FORCE, AMENDMENT, DURATION

- 1. This agreement shall enter into force on the date of the receipt by the Government of the United States of America of a notification in writing from the Government of the Republic of Liberia of ratification of the agreement by the Republic of Liberia. It shall remain in force until termination by either Government on three months' notice in writing to the other.
- 2. If either Government should desire to amend this agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment.

DONE at Monrovia, in duplicate, this 6th day of October, A. D. 1955.

For the Government
of the United States of America:
Richard L. Jones
American Ambassador

For the Government
of the Republic of Liberia:
M. DUKULY
Acting Secretary of State