

No. 3734

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**UNITED STATES OF AMERICA**  
**and**  
**HAITI**

**Exchange of notes constituting an agreement relating to  
emergency relief assistance. Port-au-Prince, 22 March  
and 1 April 1955**

*Official texts: English and French.*

*Registered by the United States of America on 19 March 1957.*

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**ÉTATS-UNIS D'AMÉRIQUE**  
**et**  
**HAÏTI**

**Échange de notes constituant un accord relatif à la fourniture  
de secours d'urgence. Port-au-Prince, 22 mars et  
1<sup>er</sup> avril 1955**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 19 mars 1957.*

No. 3734. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HAITI RELATING TO EMERGENCY RELIEF ASSISTANCE. PORT-AU-PRINCE, 22 MARCH AND 1 APRIL 1955

Nº 3734. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET HAÏTI RELATIF À LA FOURNITURE DE SECOURS D'URGENCE. PORT-AU-PRINCE, 22 MARS ET 1<sup>er</sup> AVRIL 1955

## I

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

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA  
AMERICAN EMBASSY

No. 169

Port-au-Prince, March 22, 1955

Excellency :

I have the honor to refer to the request of Your Excellency's Government for emergency assistance in connection with the recent hurricane disaster in Haiti, and to the assistance which my Government is providing or may hereafter provide in response to that request. The purpose of this note is to set forth and confirm the understandings which govern the furnishing of this assistance.

1. Assistance provided under this program may include the furnishing on a grant or other basis of commodities, services and the ocean transportation of commodities, and shall be provided on the basis of requests from the Government of Haiti approved by the Government of the United States. Such assistance will be furnished pursuant to such additional arrangements as may be agreed upon between appropriate representatives of the two Governments, including representatives of the United States Foreign Operations Mission (or any successor agency or other agency designated for the purpose by the Government of the United States) and of any agency or agencies designated by the Government of Haiti. Assistance hereunder will be furnished subject to the provisions of the United States legislation and regulations. It is understood that the Government of Haiti intends to accept specific assistance only on terms consistent with its laws and regulations. To the extent that commodities to be provided pursuant to this agreement may be obtained other than by United States Government procurement, the Government

<sup>1</sup> Came into force on 1 April 1955 by the exchange of the said notes and, in accordance with their terms, became operative retroactively from 15 October 1954.

<sup>1</sup> Entré en vigueur le 1<sup>er</sup> avril 1955 par l'échange desdites notes et, conformément à leurs dispositions, entré en application rétroactivement à compter du 15 octobre 1954.

of Haiti will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms. Assistance provided hereunder shall be in addition to that provided under the technical cooperation program conducted pursuant to the General Agreement for Technical Cooperation between the Government of the United States and the Government of Haiti effected by an exchange of notes signed at Port-au-Prince May 2, 1951.<sup>1</sup>

2. Any commodities or funds introduced into Haiti by the Government of the United States under this program shall be exempt from taxes, service charges, investment or deposit requirements and currency controls.

3. Supplies furnished by the Government of the United States under this program pursuant to Title II of Public Law 480, shall be distributed among the people of Haiti free of cost to persons who, by virtue of circumstances beyond their control, are unable to pay for them, and shall be distributed without discrimination.

4. In order to assure the maximum benefits to the people of Haiti from assistance furnished hereunder by the Government of the United States, the Government of Haiti undertakes to :

(a) Prepare, in consultation with representatives of the Government of the United States, a plan for the rehabilitation of the economy and coordinate implementation of the rehabilitation plan with the technical cooperation program and other economic programs of the Government of Haiti.

(b) Give priority in the utilization of available funds and other resources to implementation of the rehabilitation plan and completion of existing development projects.

(c) Pursue all appropriate measures to promote economic rehabilitation and development, to restore and maintain stable economic and financial conditions, to reduce its need for extraordinary assistance and to assure maximum feasible effective utilization of all available resources for the achievement of these objectives.

5. Recognizing that the effectiveness of this assistance program will be enhanced by the two Governments sharing reasonably the financing of cooperative operations hereunder and by the expenditure of local currency which may derive from assistance provided hereunder by the Government of the United States, the Government of Haiti agrees :

(a) To bear a fair share (consistent with its ability to contribute and with the balanced achievement of the objectives of this agreement) of the costs of cooperative projects or operations carried out pursuant to this agreement. With respect to agricultural commodities furnished pursuant to II of Public Law 480, the Haitian Government shall bear all costs upon arrival of the commodities in Haiti, including those for loading and unloading of vessels, planes and other transportation media, port charges, storage, internal transportation, distribution and related operations, and other necessary charges incurred in Haiti.

(b) With respect to any supplies which may be granted hereunder by the Government of the United States and which are furnished under arrangement resulting in the accrual of proceeds to the Government of Haiti from the import into Haiti or the sale of such supplies, the Government of Haiti will establish in its own name a special account in the Banque Nationale de la République d'Haiti (hereinafter referred to as the "Special

<sup>1</sup> United Nations, *Treaty Series*, Vol. 151, p. 191, and Vol. 180, p. 372.

Account") and shall deposit promptly in this account the amounts of local currency equivalent to the sums accruing to the Government of Haiti from the sale or the import into Haiti of such supplies. The Government of the United States will from time to time notify the Government of Haiti of its local currency requirements for expenditures incident to the furnishing of assistance under this agreement or under the above-mentioned General Agreement for Technical Cooperation and the Government of Haiti will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States in its notification. The Government of Haiti may draw upon any remaining balance in the Special Account as may be agreed upon from time to time by the representatives referred to in paragraph 1 for the benefit of the victims of the recent hurricane disaster in Haiti or for such other purposes beneficial to Haiti as may be jointly approved by such representatives. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance to Haiti under this agreement shall be disposed of for such purposes as may, subject to approval by Act or joint resolution of the United States Congress, be agreed to between the Government of the United States and the Government of Haiti.

6. (a) The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this agreement and operations thereunder. The Government of Haiti will provide such information as may be necessary to carry out the provisions of this agreement, including statements on the use of the assistance received hereunder and other information bearing upon the execution of work undertaken through the assistance agreement which the Government of the United States may need to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of the assistance furnished or contemplated.

(b) The Government of Haiti will give full and continuous publicity in Haiti to the objectives and progress of the program under this agreement, including information to the people of Haiti that this program is evidence of the friendship existing between the people of the United States and the people of Haiti, and will make public, upon termination of this program and at such other times during the course of the program as the Government of the United States may request, full statements of operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the Special Account.

7. The Government of Haiti will receive persons designated with its consent by the Government of the United States to discharge the responsibilities of the Government of the United States under this agreement and permit such persons to observe without restriction the distribution in Haiti of commodities and services which may be made available hereunder, including the provision of the facilities necessary for cooperation in the carrying out of this agreement and to observe operations under it. The Government of Haiti will grant such persons and members of their families upon the request of the United States Embassy in Haiti, the rights, exemptions, privileges and immunities accorded to employees of the Government of the United States assigned to duties in Haiti in connection with the technical cooperation program referred to in paragraph 1 above.

8. All or any part of the assistance provided hereunder may be terminated by the Government of the United States if it is determined that because of changed conditions the continuation of the assistance is unnecessary or undesirable. The termination of the assistance under this provision may include the termination of deliveries of any commodities authorized hereunder but not actually delivered.

If the terms set forth above are in accordance with Your Excellency's understanding, I would appreciate receiving from Your Excellency a reply to that effect. My Government will consider this note and Your Excellency's reply concurring therein as constituting an agreement which shall be effective as of October 15, 1954, and shall remain in force until sixty days after the receipt by either Government of written notice of the intention of the other Government to terminate it, except that the provisions of paragraph 5 (b) shall remain in force until all the sums required to be deposited in accordance with its terms have been disposed of as provided in that paragraph.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Roy Tasco DAVIS

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

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

[TRADUCTION — TRANSLATION]

SERVICE DIPLOMATIQUE DES ÉTATS-UNIS D'AMÉRIQUE  
AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

N° 169

Port-au-Prince, le 22 mars 1955

Monsieur le Secrétaire d'État,

[*Voir note II*]

Je saisis, etc.

Roy Tasco DAVIS

Son Excellence Monsieur Mauclair Zéphirin  
Secrétaire d'État des relations extérieures  
Port-au-Prince

« Si les termes qui précèdent rencontrent l'agrément de Votre Excellence, j'apprécierais de recevoir une réponse de Votre Excellence à cet effet. Mon Gouvernement considérera cette note et la réponse de Votre Excellence y relative comme constituant un Accord qui entrera en vigueur le 15 octobre 1954, et demeurera en vigueur soixante jours après que l'un ou l'autre Gouvernement aura été avisé par écrit de l'intention de l'autre Gouvernement d'y mettre fin, excepté que les dispositions du paragraphe (5) (b) demeureront en vigueur tant que toutes les sommes qui doivent être déposées conformément auxdites dispositions n'auront pas été utilisées comme prévu audit paragraphe.

« Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma très haute considération.

« Roy Tasco DAVIS

En réponse à cette communication, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haïti accepte les propositions faites dans la Note ci-dessus, et conformément à la suggestion qui y est contenue, cette Note et la présente Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord prendra effet à partir du 15 octobre 1954.

Je profite de l'occasion pour renouveler à Votre Excellence, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

ZÉPHIRIN

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

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

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

MINISTRY OF STATE FOR FOREIGN RELATIONS  
REPUBLIC OF HAITI

EC/A-2 : 520/2341

Port-au-Prince, April 1, 1955

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's note No. 169, dated March 22, 1955, the French text of which reads as follows :

[See note I]

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

In reply to that communication, I have the honor to inform Your Excellency that the Government of Haiti accepts the proposals made in the above note, and, pursuant to the suggestion contained therein, that note and this reply shall be considered as constituting an agreement between our two Governments, to become effective on October 15, 1954.

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

ZÉPHIRIN

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