

No. 4244

**UNITED STATES OF AMERICA
and
ARGENTINA**

**General Agreement for a program of technical co-operation.
Signed at Buenos Aires, on 3 June 1957**

Official texts: English and Spanish.

Registered by the United States of America on 25 March 1958.

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

**Accord général relatif à un programme de coopération tech-
nique. Signé à Buenos-Aires, le 3 juin 1957**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 25 mars 1958.

No. 4244. GENERAL AGREEMENT¹ FOR A PROGRAM OF TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC. SIGNED AT BUENOS AIRES, ON 3 JUNE 1957

The Government of the United States of America and the Government of the Argentine Republic have agreed as follows :

Article I

COOPERATION AND ASSISTANCE

1. The Government of the United States of America and the Government of the Argentine Republic undertake to establish the bases for reciprocal cooperation in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and coordinated development of the economic resources and the productive capacities of Argentina in the manner hereinafter set forth. In conformity with this Agreement, particular technical cooperation projects will be developed to achieve those purposes, and these projects will be carried out pursuant to written arrangements which may later be made between the representatives of any agency of the Government of the United States designated by that Government to carry out operational responsibilities in connection with the technical cooperation projects (referred to below as the "Agency") and representatives of the appropriate ministries and agencies of the Government of the Argentine Republic directly participating in such technical cooperation projects, or between other representatives designated by the two Governments.

2. The Government of the Argentine Republic, through its duly designated representatives, in cooperation with 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 programs being carried on in Argentina.

3. The Governments of the United States of America and of the Argentine Republic will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on in accordance with this Agreement.

¹ Came into force on 3 June 1957, the date of signature, in accordance with article VII (1).

4. The Government of the Argentine Republic will endeavor to make effective use of the results of the program carried on in accordance with this Agreement.

5. The two Governments will, upon request of either of them, consult with regard to any matter relating to the application of this Agreement to agreements and arrangements heretofore or hereafter concluded between them, or to operations pursuant to such agreements or arrangements.

Article II

INFORMATION AND PUBLICITY

1. The Government of the United States of America and the Government of the Argentine Republic will communicate to one another in a form and at times to be mutually agreed upon :

- a) Information concerning projects, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment, and services provided thereunder ;
- b) Information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, both Governments will make public in their respective countries reports on the technical cooperation program carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments of the United States of America and of the Argentine Republic will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on in accordance with this Agreement.

Article III

THE MISSION

The Government of the United States of America will furnish a Mission of technicians and specialists, under the supervision of a Director, to collaborate in carrying out the Program of Technical Cooperation. The size and composition of this Mission will be determined by the Government of the United States of America after consultation with and acceptance by the Government of the Argentine Republic. The Director and the other members of the Mission will be appointed by the Government of the United States of America subject to prior acceptance by the Government of the Argentine Republic.

Article IV

RIGHTS AND EXEMPTIONS

1. All technical and administrative personnel financed by the Government of the United States of America, except citizens or permanent residents of the

Argentine Republic, whether employed directly by that Government or under contracts financed by that Government with public or private organizations, who are present in the Argentine Republic to perform work for the Program of Technical Cooperation and whose entrance into the country has been approved by the Government of the Argentine Republic under the terms of Article III hereof shall be exempt from all income and social security taxes levied in the Argentine Republic with respect to income upon which they are obligated to pay taxes of a similar kind to the Government of the United States of America and from taxes on the ownership or use of personal property intended for their own use. These said personnel and members of their families will receive the same treatment regarding payment of taxes, customs or other duties, and fees of any kind and the importation and exportation of personal property as that granted to diplomatic personnel of the Embassy of the United States Government, under Argentine Law.

2. Any supplies, material, equipment or funds introduced into or acquired in Argentina by the Government of the United States of America, or any contractor financed by that Government, for the purposes of any program or project conducted pursuant to this Agreement, shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in Argentina, and the import, export, purchase, use or disposition of any such supplies, material, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in Argentina.

3. Funds introduced into the Argentine Republic for the purposes of this Agreement shall be convertible into currency of the Argentine Republic at the highest rate in terms of the number of pesos per United States dollar which, on the date the conversion is made, is not unlawful in the Argentine Republic.

Article V

ADMINISTRATION OF THE PROGRAM

1. The implementation of the program to be undertaken under this Agreement may include cooperation with national, provincial and local governmental agencies in the Argentine Republic, as well as with organizations of a public or private character and international organizations of which the United States of America and the Argentine Republic are members.

2. The Government of the Argentine Republic agrees to bear a fair share of the costs of technical cooperation projects conducted pursuant to this Agreement.

3. Written arrangements pursuant to this Agreement may contain provisions relating to the purposes of the project ; the extent of the contribution of the parties thereto in terms of funds, personnel, supplies, materials, equipment, facilities or services ; the methods to be employed for the disbursement of and accounting for funds ; the policies and administrative procedures to be applied ; the establishment of cooperative services within the appropriate ministries and agencies of the Government of the Argentine Republic to administer activities in accordance with this Agreement ; and such other matters as may be suitable and desirable.

4. Upon substantial completion of any project, a completion memorandum will be drawn up and signed by the Director or other designated representative of the Agency and by the duly designated representative of the Ministry or agency of the Argentine Republic directly participating in the project, or by other representatives designated by the two Governments. It will 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.

Article VI

GUARANTEES

The two Governments will establish procedures whereby the Government of the Argentine Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of the Argentine Republic is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the program of assistance.

Article VII

ENTRY INTO FORCE, AMENDMENT AND DURATION

1. This Agreement shall be known as : "General Agreement for a Program of Technical Cooperation between the Government of the United States of America and the Government of the Argentine Republic". It shall enter into force on the date on which it is signed. It shall remain in force until three months after either Government shall have given notice in writing to the other of its intention to terminate the Agreement. Except as otherwise provided in written arrangements pursuant to this Agreement, the obligations of both Governments under this Agreement shall be subject to the availability of appropriations to them, respectively, for the purposes of this program.

2. The two Governments shall, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. Written arrangements entered into as provided for herein may enter into force when signed and may remain in force beyond the termination of this Agreement in accordance with such arrangements as the two Governments may make in such arrangements or otherwise.

4. This Agreement shall be applicable to all technical cooperation activities hereafter conducted between the Government of the United States of America and the Government of the Argentine Republic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in Buenos Aires, in duplicate, in the English and Spanish languages, this third day of June, 1957.

For the Government
of the Argentine Republic :

Alf. DE LAFERRERE
Minister of Foreign Affairs
and Worship

[SEAL]

For the Government
of the United States of America :

Willard L. BEAULAC
Ambassador Extraordinary
and Plenipotentiary

[SEAL]