

**No. 5386**

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**UNITED STATES OF AMERICA  
and  
URUGUAY**

**General Agreement for a program of technical co-operation.  
Signed at Montevideo, on 23 March 1956**

*Official texts: English and Spanish.*

*Registered by the United States of America on 7 October 1960.*

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

**Accord général relatif à un programme de coopération  
technique. Signé à Montevideo, le 23 mars 1956**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 7 octobre 1960.*

No. 5386. GENERAL AGREEMENT<sup>1</sup> FOR A PROGRAM OF TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY. SIGNED AT MONTEVIDEO, ON 23 MARCH 1956

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

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, and

Considering that the Government of the United States of America and the Government of the Oriental Republic of Uruguay 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 of international tensions, it is therefore agreed that :

*Article I*

COOPERATION AND ASSISTANCE

1. The Government of the United States of America and the Government of the Oriental Republic of Uruguay 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 increase in production of Uruguay in the manner hereinafter set forth. In conformity with this Agreement, particular technical cooperation projects will be developed to achieve those purposes, and these will be carried out pursuant to written arrangements which may later be made between representatives of any agency of the Government of the United States designated by that Government to carry out operational responsibilities in connection with technical cooperation projects (referred to below as the "Agency") and representatives of the appropriate ministries and agencies of the Government of the Oriental Republic of Uruguay directly participating in such

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<sup>1</sup> Came into force on 22 March 1960, the date of a communication in writing by which the Government of the United States of America was notified by the Government of Uruguay of the ratification of the Agreement by the Government of Uruguay, in accordance with article VII,

technical cooperation projects, or between other representatives designated by the two Governments.

2. The Government of the Oriental Republic of Uruguay 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 Uruguay.

3. The Government of the Oriental Republic of Uruguay will endeavor to 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.

4. The Government of the Oriental Republic of Uruguay will endeavor to make effective use of the results of the program carried on in accordance with this Agreement, insofar as available financial resources obtained within the country or from abroad will permit.

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 Oriental Republic of Uruguay will communicate to one another in a form and at intervals 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 periodic 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 the Oriental Republic of Uruguay 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 group of technicians and specialists to collaborate in carrying out the Program of Technical Cooperation. The size and composition of this group will be determined by the Government of the United States of America after consultation with the Government of the Oriental Republic of Uruguay. This group may be constituted as a Mission (hereinafter referred to as the "Mission") which may carry such designation as may be assigned by the Government of the United States of America, and will be under the supervision of a Director (hereinafter referred to as the "Director"). The Director and 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 Oriental Republic of Uruguay.

*Article IV*

## RIGHTS AND EXEMPTIONS

1. All technical and administrative personnel of the Government of the United States of America, except citizens or residents of Uruguay, whether employed directly by it or under contract between the Government and a public or private organization, who are present in Uruguay to perform work for the Program of Technical Cooperation and whose entrance into the country has been approved by the Government of the Oriental Republic of Uruguay under the terms of Article III hereof, shall be exempt from all income and social security taxes levied in the Oriental Republic of Uruguay 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, from property taxes on personal property intended for their own use, and from payment of any other taxes or duties from which diplomatic personnel of the United States Embassy in Montevideo are now exempt.

2. The technical and administrative personnel referred to in the foregoing paragraph may at any time during official residence in Uruguay import free of customs duties and other additional taxes, consular fees, and port charges, their household goods, baggage, and personal effects, as well as other articles necessary for their use and that of their families. Each member of the Mission may also import and export an automobile free of customs duties and other additional taxes, consular fees and port charges in the periods established for the personnel of foreign diplomatic missions, which shall be exempt from all taxes of a municipal character.

3. All funds, supplies, materials and equipment financed by the Government of the United States of America and introduced into Uruguay for the pur-

pose of effectuating the Program of Technical Cooperation shall be admitted into, and may be withdrawn from, Uruguay free of customs duties and other import and export taxes, consular fees and port charges and shall be exempt from all taxes, service charges, investment or deposit requirements, and currency controls.

4. Funds introduced into Uruguay by the Government of the United States of America in accordance with this Agreement shall be convertible into pesos at the highest rate which, at the time the conversion is made, is available to that Government for its diplomatic and other official expenditures in Uruguay.

### *Article V*

#### ADMINISTRATION OF THE PROGRAM

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

2. The Government of the Oriental Republic of Uruguay 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 Oriental Republic of Uruguay 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 representatives of the Agency and by the duly designated representative of the ministry or agency of Uruguay 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 Oriental Republic of Uruguay will so deposit, segregate or assure title

to all funds allocated to or derived from the Program of Technical Cooperation, 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 United States of America advises the Government of the Oriental Republic of Uruguay that such legal process would interfere with the attainment of the objectives of this Agreement.

### *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 Oriental Republic of Uruguay". It shall enter into force on the date of a communication in writing by which the Government of the United States of America is notified by the Government of the Oriental Republic of Uruguay of ratification of the Agreement by Uruguay. 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; provided, however, that, 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 both for the purposes of this Program.

2. During the life of this Agreement, should either Government consider that the need for amendment thereof exists, it shall so notify the other Government in writing and the two Governments will thereupon consult with the view to agreeing upon a mutually satisfactory amendment.

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.

4. This Agreement supersedes the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of the Oriental Republic of Uruguay effected by an exchange of notes signed at Montevideo March 14, 1951,<sup>1</sup> as modified by the exchange of notes signed at Montevideo December 20, 1951 and January 3, 1952,<sup>1</sup> and shall be applicable to all technical cooperation activities now being carried on or hereafter carried on between the Government of the United States of America and the Government of the Oriental Republic of Uruguay.

<sup>1</sup> The following information is given by the Department of State of the United States of America (*Treaties and Other International Acts Series 4491*, p. 10, footnote 2): "Not printed because the agreement and the amendment thereto never entered into force definitively."

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

DONE in Montevideo, in duplicate, in the English and Spanish languages, on this twenty-third day of the month of March of the year nineteen hundred and fifty-six.

Dempster McINTOSH

Santiago I. ROMPANI

[SEAL]