

No. 6918

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**UNITED STATES OF AMERICA  
and  
THAILAND**

**Agreement for financing certain educational exchange programs. Signed at Bangkok, on 24 May 1963**

*Official text: English.*

*Registered by the United States of America on 18 September 1963.*

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

**Accord relatif au financement de certains programmes d'échanges dans le domaine de l'enseignement. Signé à Bangkok, le 24 mai 1963**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 18 septembre 1963.*

No. 6918. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THAILAND FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS. SIGNED AT BANGKOK, ON 24 MAY 1963

The Government of the United States of America and the Government of Thailand;

Desiring to promote further mutual understanding between the peoples of the United States of America and Thailand by a wider exchange of knowledge and professional talents through educational contacts;

Have agreed as follows :

*Article 1*

There shall be established a foundation to be known as the United States Educational Foundation in Thailand (hereinafter designated " the Foundation "), which shall be recognized by the Government of the United States of America and the Government of Thailand as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds, and property acquired with the funds in furtherance of such purposes, shall be regarded in Thailand as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Thailand, for the purposes of

- (1) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Thailand, and (ii) of or for citizens and nationals of Thailand in United States schools and institutions of learning located in or outside the United States of America;

<sup>1</sup> Came into force on 24 May 1963, upon signature, in accordance with article 12.

- (2) financing visits and interchanges between the United States of America and Thailand of students, trainees, teachers, instructors, and professors;
- (3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

### *Article 2*

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement including the following :

- (1) Plan, adopt, and carry out programs, in accordance with the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships of the United States of America students, trainees, professors, research scholars, teachers, instructors, resident in Thailand, and institutions of Thailand, to participate in the program.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the present Agreement.
- (4) Authorize the Treasurer of the Foundation or such other person as the Foundation may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Foundation or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and he shall deposit funds received in a depository or depositories designated by the Secretary of State.
- (5) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance, and other expenses incident thereto.
- (6) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors selected by the Secretary of State.
- (7) Engage an Executive Director or Officer and an administrative and clerical staff and fix and authorize the payment of the salaries and wages

thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

- (8) Acquire, hold and dispose of property (other than immovable property) in the name of the Foundation as it may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Foundation will be assured.
- (9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Government of Thailand and to the Secretary of State as provided in Article 6 hereof, and provided that no objection is interposed by either the Government of Thailand or the Secretary of State to the Foundation's actual or proposed role therein.

### *Article 3*

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State.

### *Article 4*

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated "the Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Thailand. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America in Thailand (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Thailand. The Government of Thailand shall have the power to appoint and remove the citizens of Thailand on the Board.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies

by reason of resignation, transfer of residence outside Thailand, expiration of service or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

#### *Article 5*

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

#### *Article 6*

Reports acceptable in form and content to the Secretary of State shall be made annually on the activities of the Foundation to the Secretary of State and the Government of Thailand. Special reports may be made more often at the discretion of the Board or at the request of either the Government of Thailand or the Secretary of State.

#### *Article 7*

The principal office of the Foundation shall be in the capital city of Thailand but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

#### *Article 8*

The Government of the United States of America and the Government of Thailand agree that there may be used for the purposes of this Agreement any funds, including the equivalent of not less than \$1,500,000 in the currency of Thailand, held or available for expenditure by the Government of the United States of America for such purposes.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

The Secretary of State will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement be expended by the Foundation.

*Article 9*

The Government of Thailand shall extend to residents of the United States of America engaged in educational activities in Thailand under the auspices of the Foundation such privileges with respect to exemption from taxation and other burdens affecting the entry, travel, residence and exit of such persons, as are extended to residents of Thailand engaged in similar activities in the United States of America.

*Article 10*

The Government of the United States of America and the Government of Thailand shall make every effort to facilitate the exchange of persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

*Article 11*

Wherever, in the present Agreement, the term " Secretary of State " is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

*Article 12*

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Thailand.

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Thailand signed at Bangkok on July 1, 1950, as amended.<sup>1</sup>

The present Agreement shall come into force upon the date of signature.

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

DONE at Bangkok in duplicate, in the English language this twenty-fourth day of May 1963.

For the Government  
of the United States of America :

Kenneth T. YOUNG Jr.  
American Ambassador

For the Government  
of Thailand :

Th. KHOMAN  
Minister of Foreign Affairs

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 81, p. 61; Vol 207, p. 348; Vol. 262, p. 456; Vol. 278, p. 272; Vol. 336, p. 347; Vol. 371, p. 276, and Vol. 416, p. 314.