

No. 6536

**UNITED STATES OF AMERICA
and
FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS**

**Exchange of notes constituting an agreement relating to
the use of Peace Corps volunteers in FAO sponsored
projects. Rome, 23 and 29 March 1962**

Official text: English.

Registered by the United States of America on 20 February 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION DES NATIONS UNIES
POUR L'ALIMENTATION ET L'AGRICULTURE**

**Échange de notes constituant un accord relatif à l'affecta-
tion de volontaires du Peace Corps à des projets entre-
pris sous les auspices de la FAO. Rome, 23 et 29 mars
1962**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 20 février 1963.

No. 6536. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) RELATING TO THE USE OF PEACE CORPS VOLUNTEERS IN FAO SPONSORED PROJECTS. ROME, 23 AND 29 MARCH 1962

I

The Director-General of the Food and Agriculture Organization to the Secretary of State

FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
ROME

Mar. 23 1962

Excellency,

I have the honour to refer to conversations between your representative, Mr. Franklin Williams, and my officers with respect to the use of the United States Peace Corps volunteers in projects sponsored by the Food and Agriculture Organization of the United Nations.

In particular it is agreed that, as a first step, a selected number of Peace Corps volunteers should now be trained for assignments in field projects certified by the Food and Agriculture Organization as eligible for the utilization of volunteers. Pending the establishment of any more general basis for such operations, now under discussion before the United Nations, I would propose to you that this letter should serve as an agreement between the Government of the United States and this Organization concerning the assignment of Peace Corps volunteers. I feel sure that its provisions will be carried out in a spirit of friendly cooperation.

GENERAL AIMS AND PROCEDURE

1. The United States Peace Corps (hereinafter referred to as the Peace Corps) is prepared to cooperate in achieving the aims and purposes of the Food and Agriculture

¹ Came into force on 29 March 1962 by the exchange of the said notes.

Organization of the United Nations (hereinafter referred to as the Organization) by assigning for temporary duty volunteers to the Organization to assist in carrying out Organization-sponsored projects.

2. The Peace Corps volunteers shall be recruited, trained, administered and serviced by the Peace Corps, but assigned to the Organization for work in Organization-sponsored projects.

3. The Organization will forward requests to the Peace Corps for volunteers, together with necessary descriptions of the project for which the volunteers are to be assigned. The Peace Corps shall tentatively advise the Organization, within a reasonable time after the receipt of such requests, of the projects for which volunteers will be assigned. The Peace Corps shall also advise the Organization with respect to those projects for which volunteers will not be assigned. Where the Peace Corps has agreed to assign volunteers for a project, the Organization will give the Peace Corps a detailed project description, including a listing of equipment, such as tools, apparatus and vehicles, that will be required by the volunteers to effectively carry out their work in a specific project. If, following consideration of the detailed description, the Peace Corps decides that it will assign volunteers to the project, the Peace Corps will thereupon immediately initiate the selection and training of volunteers for that project and inform the Organization of the equipment that will be made available to the volunteers.

4. The Organization will undertake to obtain the consent of the host Government for the use of volunteers in Organization-sponsored projects, it being understood that the Organization shall not be held responsible for the withdrawal of such consent at any time. The Organization will participate in negotiations with the host Government for the duty-free import of such equipment as it has requested the Peace Corps to provide for the volunteers. Final project approval will be conditional on satisfactory arrangements with the host Government.

5. The Peace Corps will be responsible for the physical arrangements and welfare of the volunteers and shall consider any recommendations made by the Organization or its representatives. The Organization shall assist, wherever feasible, in the negotiations for such arrangements with the host country. The Peace Corps shall inform the Organization of the final arrangements made in this regard.

PEACE CORPS RESPONSIBILITIES

6. In order to maintain a high standard of efficiency for Peace Corps volunteers assigned to the Organization-sponsored projects, the Peace Corps undertakes to ensure that such volunteers enjoy excellent health and to provide such volunteers with appropriate training in the customs, tradition, history and language of the host country. The Peace Corps further agrees to provide sufficient time during such training for necessary briefing of volunteers by representatives of the Organization and further agrees to distribute to the volunteers suitable literature provided by the Organization.

7. The Peace Corps agrees to invite the participation of the Director of the North American Regional Office of the Organization or his nominee in the selection of the volun-

teers. Volunteers are to be selected on the basis of skills and training commensurate with the needs of a specified project.

8. Where special training of volunteers for individual projects appears necessary, the Organization may arrange such training at the expense of the Peace Corps, subject to prior negotiations in each case.

9. The United States Government will supply up to \$1,000 worth of equipment for each volunteer as may be necessary for the effective functioning of the volunteer in the project.

10. The United States Government retains the right to terminate the services of the volunteers and the volunteers retain the right to resign.

THE ORGANIZATION'S AUTHORITY WITH RESPECT TO PEACE CORPS VOLUNTEERS

11. While volunteers will be subject to the jurisdiction of the Peace Corps with respect to their terms of service, they will be subject, in matters of performance of their official duties, to the authority of the Organization's representative in the project in which they are working. It is further understood that in some instances they may be subject to the supervision, in the conduct of their work, of officers of the host Government.

12. Volunteers will be entitled to two and a half days annual leave for every completed month of service and will also be allowed reasonable periods of sick leave. The granting of annual leave shall require the prior approval of the Organization's representative.

13. Following assignment to the Organization, the Organization shall have the right to assign to the volunteers duties and functions which employ them to the maximum advantage, having due regard to their qualifications and experience.

14. In the event of unsatisfactory work or conduct, the Organization's representative shall be authorized to require termination of the assignment of a volunteer after having given appropriate notice to the authority designated for such purpose by the Peace Corps. It is further understood that where the host Government requests the removal of a Peace Corps volunteer, the Organization's representative may require immediate termination.

15. In cases of emergency the Organization's representative is authorized to act at his discretion to provide for either evacuation, medical care or hospitalization without prior notice or consent of the Peace Corps, and the Peace Corps agrees to reimburse the Organization for the expenses involved.

16. The Organization shall report periodically to the Peace Corps on the work of the volunteer and his usefulness to the project. A termination report will also be submitted to the Peace Corps by the Organization.

GENERAL CONDITIONS

17. The Peace Corps volunteers assigned to the Organization shall in no way be considered as agents or staff members of the Organization and, except as otherwise provided by bilateral agreements between the Peace Corps and the host Government, shall

not be entitled to any privileges, immunities, compensation or reimbursements ; nor shall they be authorized to commit the Organization to any expenditure or other obligation.

18. The Organization assumes no financial responsibilities concerning the Peace Corps volunteers. The Organization will advise the Peace Corps from time to time on any expenditure which may be considered necessary in the interest of the proper utilization of volunteers and request reimbursement.

19. The terms and conditions of this agreement may be modified by mutual consent of the Organization and the United States Government by a further exchange of letters. It is envisaged that the model agreement relating to the assignment of volunteers for service in projects of the United Nations and its Specialized Agencies, now under consideration before the Consultative Committee on Administrative Questions, may necessitate a modification of the terms of the present agreement.

20. This agreement shall continue in force until such time as it is terminated by a three-month written notice by either the United States Government or the Organization.

If the United States Government is in agreement with the contents of this letter I would suggest that this letter and your letter of acknowledgement be considered as the formal acceptance of this agreement.

Accept, Excellency, the assurances of my highest consideration.

B. R. SEN
Director-General

The Honorable The Secretary of State
Washington, D.C., U.S.A.

II

*The American Counselor of Embassy for Economic Affairs (FAO Liaison Officer)
to the Director-General of the Food and Agriculture Organization*

Rome, March 29, 1962

Excellency :

I have the honor to refer to Your Excellency's letter of March 23, 1962, which reads as follows :

[See note I]

In reply I have the honor to state that the proposals contained in your letter are acceptable to the Government of the United States and that, in accordance therewith, Your Excellency's letter and this reply shall constitute an agreement between the Food and Agriculture Organization and the Government of the United States, the agreement to enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

H. Gardner AINSWORTH
Counselor of Embassy for Economic Affairs
(FAO Liaison Officer)

The Honorable B. R. Sen
Director-General
FAO
Rome, Italy