

No. 7415

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**AUSTRALIA  
and  
UNITED STATES OF AMERICA**

**Agreement for the financing of certain educational and  
cultural exchange programmes. Signed at Canberra,  
on 28 August 1964**

*Official text: English.*

*Registered by Australia on 16 September 1964.*

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

**Accord relatif au financement de certains programmes  
d'échanges dans le domaine de l'enseignement et de la  
culture. Signé à Canberra, le 28 août 1964**

*Texte officiel anglais.*

*Enregistré par l'Australie le 16 septembre 1964.*

No. 7415. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE FINANCING OF CERTAIN EDUCATIONAL AND CULTURAL EXCHANGE PROGRAMMES. SIGNED AT CANBERRA, ON 28 AUGUST 1964

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PREAMBLE

The Government of the Commonwealth of Australia and the Government of the United States of America;

Desiring to continue and expand programmes to promote further mutual understanding between the peoples of the United States of America and Australia through educational contacts;

Considering that such programmes have been carried out in accordance with the Agreement<sup>2</sup> between the Government of the United States of America and the Government of the Commonwealth of Australia, signed at Canberra on November 26, 1949, as amended, with funds made available to the Government of the United States of America by the Government of the Commonwealth of Australia in settlement of certain obligations;

Considering the mutual benefits derived from such programmes and the desire of the two Governments to co-operate and assist further in the financing and operating of such programmes for the further strengthening of international co-operative relations;

Have agreed as follows :

*Article 1*

There shall be established a foundation to be known as the Australian-American Educational Foundation (hereinafter designated "the Foundation") to replace the United States Educational Foundation in Australia. The Foundation shall be recognized by the Government of the Commonwealth of Australia and the Government of the United States of America as a bi-national organization created and established to facilitate the administration of the educational and cultural programme to be financed by funds made available to the Foundation for such purpose. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of

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<sup>1</sup> Came into force on 28 August 1964, upon signature, in accordance with article 15.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 45, p. 133, and Vol. 229, p. 288.

America and of Australia as they relate to the use and expenditure of currencies and credits for currencies and the acquisition of property for the purposes set forth in the present agreement.

The funds made available under the present agreement (including any accruals arising from investments or other use thereof as interest or otherwise), within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of :

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

(2) financing visits and interchanges between the United States of America and Australia of students, trainees and teachers at all educational levels; and

(3) financing such other related educational and cultural programmes 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 present agreement and may in particular :

(1) Receive funds and deposit them in bank accounts in the name of the Foundation in a depository or depositories approved by the Secretary of State and the Prime Minister, or, to the extent they are not required for current activities, make such investments as may be approved by the Secretary of State and the Prime Minister.

(2) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation, including payment for transportation, tuition, maintenance and other expenses incident thereto.

(3) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable.

(4) Plan, adopt, and carry out programmes in accordance with the purposes of the present agreement.

(5) Consider recommendations by the appropriate Australian selection agency of persons resident in Australia qualified in the opinion of the Foundation to participate in the programmes, and submit approved recommendations

to the Board of Foreign Scholarships in the United States of America for final approval and, if necessary, placement in the United States of America.

(6) Consider recommendations by the Board of Foreign Scholarships in the United States of America of persons resident in the United States of America qualified in the opinion of the Foundation to participate in the programmes, and submit approved recommendations to the agency, appointed by the Government of the Commonwealth of Australia for the purpose of final approval and, if necessary, placement in Australia.

(7) Recommend to the aforesaid Board of Foreign Scholarships and to the aforesaid Australian selection agency such qualifications for the selection of participants in the programme as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors approved by the Secretary of State and the Prime Minister.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary from funds made available under the agreement.

(10) Administer or assist in administering or otherwise facilitate educational and cultural programmes 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 programmes and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Secretary of State and the Prime Minister as provided in Article 7 hereof, and provided that no objection is interposed by either the Secretary of State or the Prime Minister to the Foundation's actual or proposed role therein.

### *Article 3*

All expenditure by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State and the Prime Minister. Such budget shall not exceed 180,000 Australian pounds, unless the two Governments agree otherwise.

### *Article 4*

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand

nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

#### *Article 5*

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").

In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Australia (hereinafter designated "The Chief of Mission") and the Prime Minister shall be Honorary Chairmen of the Board. A chairman with voting power shall be selected by the Board from among its members.

The members of the Board shall be as follows :

- (a) four citizens of the United States of America, of whom at least two shall be officers of the United States Foreign Service establishment in Australia, and
- (b) four citizens of Australia, of whom two shall be officers of the Government of the Commonwealth of Australia.

A member of the Board acceptable to both the Secretary of State and the Prime Minister shall serve as treasurer. The United States members of the Board shall be appointed and removed by the Chief of Mission. The Australian members of the Board shall be appointed and removed by the Prime Minister.

The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Australia, expiration of term of service, or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the members in attending meetings of the Board.

#### *Article 6*

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 7*

Reports shall be made annually on the activities of the Foundation to the Secretary of State and the Prime Minister. Special reports may be made more often at the discretion of the Foundation or at the request of either the Secretary of State or the Prime Minister.

*Article 8*

The principal office of the Foundation shall be in Canberra, 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 9*

The Board may appoint an Executive Officer and determine his salary and term of service provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Honorary Chairmen, and with terms and conditions of employment acceptable to the Honorary Chairmen, the Government of the Commonwealth of Australia and the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the programme. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

*Article 10*

Funds and property of the United States Educational Foundation in Australia derived from sums made available to such Foundation by the Government of the United States of America pursuant to the Agreement of November 26, 1949, as amended, shall be available to the Foundation to be used for the purposes of this agreement.

The Government of the Commonwealth of Australia shall, as and when requested by the Government of the United States of America for the purpose of this agreement, make available to the Treasurer of the United States of America such portion of the funds provided for in the Agreement of November 26, 1949, as amended, as has not been made available to the Treasurer of the United States of America by the time such agreement is terminated and superseded by this agreement.

In addition to the funds described in the preceding paragraphs, there may also be used for the purposes of this agreement any other funds held or available for expenditure by either Government for such purposes and contributions to the Foundation from any source.

Beginning in the financial year 1964-65 (United States fiscal year 1965) the Government of the Commonwealth of Australia and the Government of the United States of America shall each make available to the Foundation one half of the new funds needed to finance the approved annual budget. The

performance of the commitments made in the preceding sentence shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America, and to such internal procedures as may be required by the laws of the Commonwealth of Australia.

All such funds and any accruals, as interest or otherwise, arising from investment or other use thereof shall be available for expenditure by the Foundation for purposes of the present agreement, within the budgetary limits established pursuant to Article 3 hereof.

#### *Article 11*

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in Australia from customs duties, excises, surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in Australia.

#### *Article 12*

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.

Wherever, in the present agreement, the term "Prime Minister" is used, it shall be understood to mean the Prime Minister of the Commonwealth of Australia or any Minister of State or officer of the Government of the Commonwealth of Australia designated by him to act in his behalf.

#### *Article 13*

The present agreement may be amended by the exchange of diplomatic notes between the Government of the Commonwealth of Australia and the Government of the United States of America.

Either party may give to the other written notice of its desire to terminate the agreement and such termination shall become effective on the thirty-first day of December immediately following the end of the first academic year in Australia which opens after the date of such notice. Upon termination of this agreement, all funds and property of the Foundation shall become the property of the Government of the Commonwealth of Australia and the Government of the United States of America, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination, and shall be

divided between them in proportion to their respective contributions to the Foundation during the period of this agreement. In determining the respective contributions of the two Governments during the period of this agreement, funds and property of the United States Educational Foundation in Australia made available to the Foundation by the first paragraph of Article 10 hereof shall be regarded as contributed by the Government of the United States of America.

*Article 14*

The Government of the Commonwealth of Australia and the Government of the United States of America shall make every effort to facilitate the programme authorized in this agreement and to resolve problems which may arise in the operation thereof.

*Article 15*

The present agreement supersedes the Agreement<sup>1</sup> between the Government of the United States of America and the Government of the Commonwealth of Australia signed at Canberra on November 26, 1949, as amended.

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 Canberra in duplicate, this twenty-eighth day of August, 1964.

For the Government  
of the Commonwealth of Australia :

(Signed) Robert MENZIES

For the Government  
of the United States of America :

(Signed) Wm. C. BATTLE

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<sup>1</sup> See footnote 2, p. 202 of this volume.