

No. 7576

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**UNITED STATES OF AMERICA  
and  
ICELAND**

**Agreement for financing certain educational exchange  
programs. Signed at Reykjavik, on 13 February 1964**

*Official texts: English and Icelandic.*

*Registered by the United States of America on 5 February 1965.*

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

**Accord relatif au financement de certains programmes  
d'échanges dans le domaine de l'enseignement. Signé à  
Reykjavik, le 13 février 1964**

*Textes officiels anglais et islandais.*

*Enregistré par les États-Unis d'Amérique le 5 février 1965.*

No. 7576. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS. SIGNED AT REYKJAVIK, ON 13 FEBRUARY 1964

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The Government of the United States of America and the Government of Iceland,

Desiring to promote further mutual understanding between the peoples of the United States of America and Iceland by a wider exchange of knowledge and professional talents through educational activities ,

Have agreed as follows,

*Article 1*

There shall be established a foundation to be known as the United States Educational Foundation in Iceland (hereinafter designated " the Foundation " ), which shall be recognized by the Government of the United States of America and the Government of Iceland as a binational organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation under the terms of this Agreement.

Except as provided in Article 3 hereof, the Foundation shall be exempt from the domestic and local laws of the United States of America and of Iceland 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 which may be acquired with the funds in furtherance of the Agreement, shall be regarded in Iceland as property of an international organization.

The funds made available under the present Agreement, including any accruals thereto as interest or otherwise, 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 Iceland 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 Iceland, and
  - (ii) of or for citizens and nationals of Iceland in United States of America schools and institutions of learning located in or outside the United States of America;

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<sup>1</sup> Came into force on 13 February 1964, upon signature, in accordance with article 12.

- (2) financing visits and interchanges between the United States of America and Iceland of students, trainees, teachers, instructors, and professors; and
- (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 Iceland, and institutions of Iceland, to participate in the program.
- (3) Approve and place students, trainees, research scholars, teachers, instructors and professors, resident in the United States of America, as presented by the Board of Foreign Scholarships to participate in the program.
- (4) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purposes and objectives of the present Agreement.
- (5) Acquire, hold and dispose of property (other than real estate) in the name of the Foundation as the Foundation may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Foundation will be assured.
- (6) 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 the Minister of Education. The Treasurer or such designee shall deposit funds received in a depository or depositories approved by the Secretary of State and the Minister of Education.
- (7) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment of transportation, tuition, maintenance and other expenses incident thereto.

- (8) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors approved by the Secretary of State and the Minister of Education.
- (9) Engage an Executive Director and 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 present Agreement.
- (10) 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 Secretary of State and to the Minister of Education as provided in Article 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Minister of Education 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 and the Minister of Education.

### *Article 4*

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of ten members (hereinafter designated "The Board"), five of whom shall be citizens of the United States of America and five of whom shall be citizens of Iceland. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Iceland (hereinafter designated "Chief of Mission") and the Minister of Education shall be Honorary Chairmen of the Board.

A Chairman with voting power shall be selected by the Board from among the regular members. The Chief of Mission shall have the power to appoint and remove 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 Iceland. The Minister of Education shall have the power to appoint and remove the citizens of Iceland on the Board.

Both the Chief of Mission and the Minister of Education may appoint one alternate member each to serve in the absence of a regular American or Icelandic member respectively, due to temporary illness or other cause which would otherwise not require a new appointment to the Board.

The members, including alternates, 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 Iceland, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

In appointing the members, the Minister of Education and the Chief of Mission shall give due consideration to the desirability of having as wide a representation as possible of the various academic and cultural fields, as well as the desirability of periodically changing the membership in order that the Foundation may, over the years, benefit from the contributions to its work of as broad a range of academic and cultural leaders as possible.

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 shall be made annually on the activities of the Foundation to the Secretary of State and the Minister of Education.

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 Minister of Education.

#### *Article 7*

The principal office of the Foundation shall be in the capital city of Iceland, 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.

The Executive Director shall be responsible for the routine direction and supervision of the programs and activities of the Foundation in accordance with the resolutions and directives of the Board.

*Article 8*

There may be used for the purposes of this Agreement any funds, including currency of Iceland, held or available for expenditure by either Government for such purposes, and contributions to the Foundation from any source.

The Secretary of State and the Minister of Education 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 limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

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, and to such procedures as may be required by Icelandic law.

*Article 9*

The Government of the United States of America and the Government of Iceland 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 10*

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 "Minister of Education" is used, it shall be understood to mean the Minister of Education of the Government of Iceland or any officer or employee of the Government of Iceland designated by him to act in his behalf.

*Article 11*

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 Iceland.

*Article 12*

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Iceland signed at Reykjavik on February 23, 1957, as amended.<sup>1</sup>

<sup>1</sup> United Nations, *Treaty Series*, Vol. 283, p. 73; Vol. 340, p. 392, and Vol. 476, p. 338.

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 Reykjavik in duplicate, in the English and Icelandic languages, this 13th day of February, 1964.

For the Government  
of the United States of America :

James K. PENFIELD

For the Government  
of Iceland :

Gudm. I. GUDMUNDSSON