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No. 7608

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**UNITED STATES OF AMERICA  
and  
LIBERIA**

**Agreement for financing certain educational and cultural  
programs. Signed at Monrovia, on 8 May 1964**

*Official text: English.*

*Registered by the United States of America on 25 February 1965.*

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

**Accord relatif au financement de certains programmes  
d'échanges dans le domaine de l'enseignement et de  
la culture. Signé à Monrovia, le 8 mai 1964**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 25 février 1965.*

No. 7608. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA FOR FINANCING CERTAIN EDUCATIONAL AND CULTURAL PROGRAMS. SIGNED AT MONROVIA, ON 8 MAY 1964

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The Government of the United States of America and the Government of the Republic of Liberia :

Desiring to increase mutual understanding between the peoples of the United States of America and the Republic of Liberia and to promote international cooperation for educational and cultural advancement :

Have agreed as follows :

*Article I*

There shall be established a foundation to be known as the United States Educational and Cultural Foundation in Liberia (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of the Republic of Liberia as a binational organization created and established to facilitate the administration of certain educational and cultural programs to be financed with funds made available to the Foundation by the Government of the United States of America.

Except as provided in Article V 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 purpose set forth in the present agreement. The funds and property of the Foundation shall be regarded in the Republic of Liberia as property of a foreign government.

The funds made available under the present agreement (including any accruals arising from investments or other uses thereof as interest or otherwise), subject to 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 the Republic of Liberia for the purpose of financing :

- (A) studies, research, instruction, and other educational activities (i) of or for American citizens and nationals in the Republic of Liberia, and (ii) of or

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<sup>1</sup> Came into force on 8 May 1964, upon signature, in accordance with article XI.

for Liberian citizens and nationals in American schools and institutions of learning;

- (B) visits and interchanges between the United States of America and the Republic of Liberia of students, trainees, teachers, instructors, and professors; and
- (C) such other educational and cultural programs and activities as are provided for in budgets approved in accordance with Article V hereof.

### *Article II*

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors (hereinafter designated "the Board") of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of the Republic of Liberia. The chief of the diplomatic mission of the United States of America to the Republic of Liberia (hereinafter designated "Chief of Mission") shall be the chairman of the Board.

The Chief of Mission shall have the power to appoint and remove the United States citizens on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in the Republic of Liberia. The Secretary of State of the Republic of Liberia shall have the power to appoint and remove the Liberian citizens 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 the Republic of Liberia, 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 is authorized to pay the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

### *Article III*

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 IV*

In furtherance of the purposes of the present agreement and subject to the conditions thereof, the Foundation may exercise all powers necessary to the carrying out of such purposes, including the following :

- (A) plan, adopt, and carry out programs in furtherance of the purposes of the present Agreement;
- (B) recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors resident in the Republic of Liberia to participate in the programs described in subparagraphs (A) and (B) of the last paragraph of Article I hereof;
- (C) recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs described in subparagraphs (A) and (B) of the last paragraph of Article I hereof as it may deem necessary for achieving the purposes and objectives of this agreement;
- (D) elect a member of the Board as Treasurer and authorize him, or such other member as the Board may designate, to receive funds to be deposited in bank accounts in the name of the Foundation. The election or designation of any member to serve in such capacity shall be subject to the approval of the Secretary of State of the United States of America, and such member shall receive no compensation for such service. The Treasurer shall deposit funds in a depository or depositories designated by the Secretary of State of the United States of America, or, to the extent funds are not required for current activities, make such investments as may be acceptable to the Secretary of State of the United States of America;
- (E) subject to the conditions and limitations set forth herein, 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;
- (F) provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors approved by the Secretary of State of the United States of America;
- (G) acquire, hold and dispose of property in the name of the Foundation as it shall deem necessary or desirable;
- (H) incur administrative expenses as may be deemed necessary out of funds made available under the present agreement;
- (I) with the approval of the Secretary of State of the United States of America and the Secretary of State of the republic of Liberia, administer or assist in administering or otherwise facilitate other programs in furtherance of of the purposes of the present agreement.

#### *Article V*

All commitments, obligations and expenditures authorized by the Foundation shall be made in accordance with an annual budget to be approved by the Secretary of State of the United States of America.

*Article VI*

Reports acceptable in form and content shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Secretary of State of the Republic of Liberia.

*Article VII*

The principal office of the Foundation shall be in the capital city of the Republic of Liberia, 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 VIII*

The Government of the United States of America and the Government of the Republic of Liberia agree that currency of the Republic of Liberia acquired by the Government of the United States of America may be used for the purpose of this agreement. The Secretary of State of the United States of America shall make available to the Foundation currency of the Republic of Liberia in amounts equal to the amortization payments made by the Government of the Republic of Liberia to the Government of the United States of America pursuant to Article I of the agreement effected by exchange of Notes at Monrovia on April 13 and 14, 1964.<sup>1</sup> 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 V.

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

*Article IX*

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

*Article X*

Whenever, in the present agreement, the term "Secretary of State of the United States of America" 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 Govern-

<sup>1</sup> See p. 221 of this volume.

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

*Article XI*

The present Agreement shall come into force upon the date of signature and may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Republic of Liberia.

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

DONE at Monrovia in duplicate this 8th day of May, A.D., 1964.

For the Government of the United States of America :

C. E. RHETTS

For the Government of the Republic of Liberia :

J. Rudolph GRIMES

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