

No. 9851

**UNITED STATES OF AMERICA
and
UNITED ARAB REPUBLIC**

**Exchange of notes constituting an agreement for the establishment
of a commission for educational and cultural exchange and
for the financing of certain educational exchange programs.
Cairo, 5 January and 21 February 1967**

Authentic text: English.

Registered by the United States of America on 2 September 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE ARABE UNIE**

**Échange de notes constituant un accord relatif à la création d'une
commission des échanges éducatifs et culturels et au finance-
ment de certains programmes d'échanges éducatifs. Le Caire,
5 janvier et 21 février 1967**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 2 septembre 1969.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
THE UNITED ARAB REPUBLIC FOR THE ESTABLISH-
MENT OF A COMMISSION FOR EDUCATIONAL AND
CULTURAL EXCHANGE AND FOR THE FINANCING
OF CERTAIN EDUCATIONAL EXCHANGE PROGRAMS

I

*The American Ambassador to the United Arab Republic Minister
of Foreign Affairs*

Cairo, United Arab Republic, January 5, 1967

Note No. 58

Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Arab Republic dated September 28, 1959, as amended,² to promote further mutual understanding between the peoples of the United States of America and the United Arab Republic by a wider exchange of knowledge and professional talents through educational activities. I have the honor to refer also to recent conversations between representatives of our two Governments on the same subject and to confirm the understanding reached that, in accordance with Article XI of the Agreement, the latter be further amended, to read as follows:

Article I

There shall be established a Commission to be known as the Commission for Educational and Cultural Exchange Between the United States of America and the United Arab Republic (hereinafter referred to as "The Commission"), which shall be recognized by the Government of the United States of America and the Government of the United Arab Republic as an organization created and established to facilitate the administration of an educational and cultural exchange program to be financed by the funds made available in accordance with the terms of this Agreement.

¹ Came into force on 21 February 1967 by the exchange of the said notes.

² United Nations, *Treaty Series*, vol. 358, p. 97, and vol. 487, p. 366.

Except as provided in Article V hereof, the Commission shall be exempt from the domestic and local laws of the United States of America and of the United Arab Republic 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 purposes of the Agreement shall be regarded by the Government of the United Arab Republic 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 Commission 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 the United Arab Republic, and (ii) of or for citizens and nationals of the United Arab Republic 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 the United Arab Republic of students, trainees, teachers, instructors and professors; and

(3) financing such other related educational and cultural programs and activities as may be provided for in budgets approved in accordance with Article V hereof.

Article II

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of the United Arab Republic. In addition, the Chief of the Diplomatic Mission of the United States of America to the United Arab Republic and the Minister of Foreign Affairs of the United Arab Republic shall be jointly Honorary Chairmen of the Commission.

The Chief of the Diplomatic Mission of the United States of America to the United Arab Republic shall have the power of appointment and removal of the United States citizens on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in the United Arab Republic. One of the members appointed by the Ambassador from the United States Foreign Service establishment shall serve as Treasurer of the Commission. The Minister of Foreign Affairs of the United Arab Republic shall have the power of appointment and removal of the United Arab Republic citizens on the Commission. A Chairman with voting power shall be selected by the Commission from among its members.

The members shall serve from the time of their appointment until the following June 30 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the United Arab Republic, 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 Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and performing other official duties assigned by the Commission.

Article III

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary.

Article IV

In furtherance of the purposes of the present Agreement, and subject to the provisions thereof, the Commission may exercise all powers necessary to the carrying out of such purposes, including the following:

(1) plan, adopt and carry out programs in accordance with the present Agreement, including instruction by American professors in educational institutions in the United Arab Republic;

(2) recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident in the United Arab Republic, and institutions of the United Arab Republic, qualified to participate in the program;

(3) 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 purpose and objectives of the present Agreement;

(4) authorize the Treasurer of the Commission, or such alternate as the Commission may designate, to receive funds to be deposited in bank accounts in the name of the Commission. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America;

(5) subject to the conditions and limitations as 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 incidental thereto;

(6) provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America;

(7) engage an Executive Director, administrative and clerical staff and fix the salaries and wages thereof, and incur other administrative expenses out of funds made available;

(8) acquire, hold and dispose of property in the name of the Commission as the Commission may deem necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America;

(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 Commission's role therein shall be fully described in reports made to the Secretary of State of the United States of America and to the Government of the United Arab Republic, and provided that no objection is interposed by either to the Commission's actual or proposed role therein.

Article V

All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America, subject to such regulations as he may prescribe.

Article VI

Reports shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of the United Arab Republic. Special reports may be made more often, at the discretion of the Commission, or on request.

Article VII

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

Article VIII

The Government of the United States of America and the Government of the United Arab Republic agree that for the purposes of this agreement funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Commission from any source, may be used as follows: (i) for expenditures in the territory of the United Arab Republic and for payment of international travel connected with the program, any funds, including currency of the United Arab Republic; (ii) for expenditures outside the territory of the United Arab Republic, any funds other than the currency of the United Arab Republic.

The Secretary of State of the United States of America will make available for expenditure 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 V of the present Agreement be expended by the Commission.

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 United Arab Republic shall make every effort to facilitate the exchange of persons program authorized in this Agreement and to resolve problems which may arise in the operations thereof in the territories of the United Arab Republic and the United States of America.

Furniture, equipment, automobiles, supplies and any other articles intended for the official use of the Commission shall be exempt from customs duties, excise taxes, and every other form of duty or taxation in the territory of the United Arab Republic. All funds and other property used for the purposes of the Commission and all official acts of the Commission within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of the United Arab Republic.

United States citizens employed by the Commission and United States grantees engaged in educational or cultural activities in the United Arab Republic under the the auspices of the Commission, and accompanying members of their families, shall be exempt in the United Arab Republic from all customs duties, excises and other taxes of any kind on personal property intended for their own use, including foodstuffs, clothing, household furniture and one private car per employee or grantee. The competent United Arab Republic authorities shall make every effort to facilitate for such persons the obtaining of entry, residence, work permits,

travel and exit for the effective operation of the program envisioned by this Agreement.

Article X

This Agreement may be terminated by either party by written notice to the other of its desire to terminate the Agreement, and such termination shall become effective thirty days after the expiration of the first academic year in the United Arab Republic which opens following the date of such notice. In the event of termination of this Agreement, all funds and property of the Commission shall become the property of the Government of the United States of America, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination.

Article XI

Wherever, in the present Agreement, the term “the 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 Government of the United States of America designated by him to act in his behalf.

Article XII

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 the United Arab Republic.

* * *

The foregoing text supersedes the text of the Agreement between the Government of the United States of America and the United Arab Republic signed at Cairo on September 28, 1959, as amended.

Upon receipt of a note from Your Excellency indicating that the provisions in the foregoing text are acceptable to the Government of the United Arab Republic, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement to enter into force on the date of your note in reply.

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

Lucius D. BATTLE

H. E. Mahmoud Riad
Minister of Foreign Affairs
Cairo, United Arab Republic

II

RÉPUBLIQUE ARABE UNIE
MINISTÈRE DES AFFAIRES ÉTRANGÈRES ¹

Le Caire, 21 February, 1967

Excellency,

I have the honour to acknowledge receipt of your note of January 5, 1967, which reads as follows:

[See note I]

I have the honour to confirm that the provisions in the foregoing text are acceptable to the Government of the United Arab Republic.

Accept, Excellency, the assurances of my highest consideration.

Minister of Foreign Affairs:
M. RIAD

H.E. Lucius D. Battle
Ambassador of United States of America
Cairo

¹ United Arab Republic,
Ministry of Foreign Affairs.