

No. 10621

**UNITED STATES OF AMERICA
and
NEW ZEALAND**

**Agreement for the financing of certain educational and cultural
exchange programs. Signed at Wellington on 3 February
1970**

Authentic text: English.

Registered by the United States of America on 3 August 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
NOUVELLE-ZÉLANDE**

**Accord relatif au financement de certains programmes d'échan-
ges éducatifs et culturels. Signé à Wellington le 3 février
1970**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 3 août 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NEW ZEALAND FOR THE FINANCING OF CERTAIN EDUCATIONAL AND CULTURAL EXCHANGE PROGRAMS

The Government of the United States of America and the Government of New Zealand;

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

Considering that such programs have been carried out in accordance with the Agreement between the Government of the United States of America and the Government of New Zealand, signed at Wellington on 14 September 1948,² as amended,³ with funds made available to the Government of the United States of America by the Government of New Zealand in settlement of certain obligations;

Considering the mutual benefits derived from such programs and the desire of the two Governments to cooperate and assist further in the financing and operating of such programs for the further strengthening of international cooperative relations;

Have agreed as follows:

Article 1

There shall be established a foundation to be known as the New Zealand-United States Educational Foundation (hereinafter designated "the Foundation"), to replace the United States Educational Foundation in New Zealand. The Foundation shall be recognized by the Government of the United States of America and the Government of New Zealand as a bilateral organisation established by the two countries to administer the educational and cultural program to be jointly financed by funds made available to the Foundation for such purpose by them and by contributions from other sources.

¹ Came into force on 3 March 1970, one calendar month following the date of signature, in accordance with article 14.

² United Nations, *Treaty Series*, vol. 18, p. 251.

³ *Ibid.*, vol. 74, p. 288.

Except as provided in Article 4 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 and the acquisition of property for the purposes set forth in the present Agreement. In New Zealand the Foundation shall have the legal capacities of a body corporate and shall be entitled to the following privileges and immunities:

- (a) immunity from suit and legal process,
- (b) the like inviolability of official premises and archives as is accorded in respect of the official premises and archives of a diplomatic mission,
- (c) immunity in relation to its property and assets, from search, requisition, confiscation, expropriation, or any other form of interference,
- (d) the like exemption from taxes and rates, other than taxes on the importation of goods, as is accorded to the Government of any foreign state,
- (e) exemption from taxes on the importation of goods directly imported by the Foundation for its official use in New Zealand, subject to compliance with such conditions as the Minister of Customs may determine for the protection of the revenue, and
- (f) exemption from prohibitions and restrictions on importation in the case of goods directly imported by the Foundation for its official use, subject to compliance with such conditions as the Minister of Customs may determine.

Article 2

In furtherance of the aforementioned purposes, the Foundation shall use the funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, for

- (1) financing studies, research, instruction, and other educational activities
 - (a) of or for citizens and nationals of the United States of America in New Zealand, and (b) of or for citizens of New Zealand in the United States of America;
- (2) financing visits and interchanges between the United States of America and New Zealand 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 4 hereof.

Article 3

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) Authorize the Treasurer or the Assistant Treasurer of the Foundation to receive funds to be deposited in bank accounts in the name of the Foundation in a depository or depositories approved by the Secretary of State and the Minister of External Affairs, or, to the extent they are not required for current activities, invested in such securities as may be approved by the Secretary of State and the Minister of External Affairs.
- (2) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the Foundation, including payment for transportation, tuition, maintenance and other incidental expenses.
- (3) Acquire, hold and dispose of property in the name of the Foundation as it may consider necessary or desirable; provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State and the Minister of External Affairs.
- (4) Recommend to the Board of Foreign Scholarships of the United States of America, as the competent body, 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.
- (5) Recommend to the Board of Foreign Scholarships candidates, resident in New Zealand, and institutions of New Zealand to participate in the program, and approve and place candidates resident in the United States of America and presented by the Board of Foreign Scholarships to participate in the program.
- (6) Provide for periodic audits of the accounts of the Foundation by auditors approved by the Secretary of State and the Minister of External Affairs.

- (7) Engage an Executive Secretary and such additional staff as may be required and pay the salaries thereof.
- (8) 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 in accordance with 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 the Minister of External Affairs as provided in Article 7 hereof, and provided that no objection is interposed by either the Secretary of State or the Minister of External Affairs to the Foundation's role therein.
- (9) Plan, adopt, and carry out programs in accordance with the purposes of the present Agreement.

Article 4

All commitments, obligations and expenditures by the Foundation shall be made pursuant to an Annual Budget approved by the Secretary of State and the Minister of External Affairs. The total budget for the first three years of the operation of the program will not exceed \$NZ300,000, unless the two Governments agree otherwise.

Three years after the entry into force of the present Agreement the level of the total Budget will be reviewed in the light of the operations of the Foundation under the terms of the Agreement. Similar reviews will be carried out at five-year intervals thereafter.

Article 5

The management and direction of the affairs of the Foundation shall be vested in a Board (hereinafter designated "the Board"), consisting of eight members, four of whom shall be citizens of the United States of America, appointed by the principal officer in charge of the Diplomatic Mission of the United States of America (hereinafter designated "Chief of Mission"), and four of whom shall be citizens of New Zealand, appointed by the Minister of External Affairs. In addition, the Chief of Mission and the Minister of External Affairs shall be Honorary Chairmen of the Board.

The Board shall elect from among its members a Chairman, a Treasurer, and an Assistant Treasurer (provided however that the appointment of the

Treasurer and Assistant Treasurer shall be approved by the Secretary of State and the Minister of External Affairs). All members shall be entitled to vote.

The members shall serve from the time of their appointment until the following 31 December and shall be eligible for re-appointment. Vacancies by reason of resignation, transfer of residence outside New Zealand or expiration of term of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article.

The members of the Board shall serve without remuneration, but the Foundation is authorized to defray necessary expenses incurred by the members of the Board in attending meetings of the Board and in performing other official duties arranged by the Board.

Article 6

The Board may adopt such by-laws and appoint such committees as it may deem necessary for the conduct of the affairs of the Foundation.

Article 7

A report shall be made annually on the activities of the Foundation to the Secretary of State and the Minister of External Affairs. Special reports may be made more often at the discretion of the Foundation or at the request of the Secretary of State or the Minister of External Affairs.

Article 8

The principal office of the Foundation shall be in Wellington, and the activities of any of the Foundation's officers and staff may be carried on at such places as may be approved by the Board.

Article 9

Funds and property in the possession of the United States Educational Foundation in New Zealand derived from sums made available to such Foundation by the Government of the United States of America pursuant to the Agreement of 14 September 1948, as amended, shall be available to the Foundation to be used for the purposes of the present Agreement.

In addition to the funds stipulated in the preceding paragraph, the Secretary of State and the Government of New Zealand will each place annually at the disposal of the Foundation for the purposes of the Agreement, funds

equivalent to fifty per cent of the approved annual budget, provided however that the performance of their respective budgetary commitments shall be subject, in the case of the Secretary of State, to the availability of appropriations in accordance with the laws of the United States of America and, in the case of the Government of New Zealand, to such internal procedures as are required by the laws of New Zealand.

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

Article 10

The Government of New Zealand shall extend to residents of the United States of America engaged in educational activities in New Zealand under the auspices of the Foundation such privileges with respect to exemption from taxation and restriction affecting the entry and residence of such persons as are extended by the Government of the United States of America to residents of New Zealand engaged in similar activities in the United States of America.

Article 11

The Government of the United States of America and the Government of New Zealand shall make every effort to facilitate the program authorized in the present Agreement and to resolve problems which may arise in the operation thereof.

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 on his behalf.

Wherever, in the present Agreement, the term "Minister of External Affairs" is used, it shall be understood to mean the Minister of External Affairs of New Zealand or any officer or employee of the Government of New Zealand designated by him to act on his behalf.

Article 13

Either party may give to the other written notice of its desire to terminate the present Agreement and such termination shall become effective thirty days after the expiration of the first calendar year which opens following the date of such notice. Upon termination of the Agreement, all funds and property of the Foundation shall become the property of the Government of the United States of America and the Government of New Zealand, 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 the Agreement, funds and property of the United States Educational Foundation in New Zealand made available to the Foundation by the first paragraph of Article 9 herein shall be regarded as contributed by the Government of the United States of America.

Article 14

The present Agreement shall come into force one calendar month following the date of signature and shall thereupon supersede the Agreement between the Government of the United States of America and the Government of New Zealand signed at Wellington on 14 September 1948, as amended.

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

DONE at Wellington this third day of February 1970.

For the Government
of the United States of America:

Kenneth FRANZHEIM II

[SEAL]

For the Government
of New Zealand:

Keith HOLYOAKE

[SEAL]