

No. 11493

**UNITED STATES OF AMERICA
and
BELGIUM and LUXEMBOURG**

**Agreement for the financing of certain academic and
cultural exchanges and programs in the field of edu-
cation. Signed at Brussels on 12 December 1968**

Authentic texts: English, French and Dutch.

Registered by the United States of America on 5 January 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
BELGIQUE et LUXEMBOURG**

**Accord pour le financement de certains échanges académiques
et culturels et de programmes dans le domaine de
l'éducation. Signé à Bruxelles le 12 décembre 1968**

Textes authentiques: anglais, français et néerlandais.

Enregistré par les États-Unis d'Amérique le 5 janvier 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENTS OF BELGIUM AND LUXEMBOURG FOR THE FINANCING OF CERTAIN ACADEMIC AND CULTURAL EXCHANGES AND PROGRAMS IN THE FIELD OF EDUCATION

The Government of the United States of America on the one hand and
The Governments of Belgium and Luxembourg on the other hand;

Considering the mutually beneficial results achieved in the academic and cultural exchanges in the field of education carried out under the Agreement signed at Brussels, October 8, 1948, as amended;² and

Desiring to continue and expand programs to promote further mutual understanding between the peoples of the United States of America and of Belgium and Luxembourg by a wider exchange of knowledge and professional talents through educational means;

Have agreed as follows:

Article 1

(a) There shall be established a Commission to be known as the Commission for Educational Exchange Between the United States of America, Belgium and Luxembourg (hereinafter designated "the Commission") to succeed the United States Educational Foundation in Belgium. The Commission shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization established to facilitate the administration of certain academic and cultural exchanges in the field of education.

(b) The Commission shall enjoy autonomy of management and administration.

(c) Except as provided in Article 6 hereof, the Commission 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

¹ Came into force on 13 May 1971, the date on which each Government had notified the other Governments, by diplomatic note, of the approval of the Agreement, in accordance with article 11 (a).

² United Nations, *Treaty Series*, vol. 19, p. 113, and annex A in volumes 147, 300 and 526. See also p. 391 of this volume.

and the acquisition and use of property for the purpose set forth in the present Agreement.

(d) The furniture, equipment and office supplies imported for the official use of the Commission are exempt in the territory of Belgium and in the Grand Duchy of Luxembourg from all duties and taxes whatsoever. All capital and other goods used for the Commission's purposes as well as income earned by it within the framework of the operations defined in Articles 5 and 7 of the present Agreement are exempt from duties and taxes of all kinds in Belgium and in the Grand Duchy of Luxembourg. In particular, the Commission is exempt from provincial and communal taxes with the exception of those constituting remuneration for services rendered. For the acts and operations carried out within the framework of its jurisdiction in Belgium and in Luxembourg, the Commission is exempt from all registration fees, mortgage fees, record office fees, inheritance taxes and stamp duties.

(e) The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission for the purpose of:

- (1) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Belgium and Luxembourg; and of or for citizens and nationals of Belgium and Luxembourg in the United States 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, on the one hand, and Belgium and Luxembourg, on the other hand, 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 6 hereof.

Article 2

(a) The Commission shall consist of ten members, five of whom shall be citizens of the United States of America, and five of whom shall be citizens of Belgium and Luxembourg. Of the citizens of the United States of America, a minimum of two shall be officers of the Foreign Service establishments in Belgium and Luxembourg. The principal officers in charge of the Diplomatic Missions of the United States of America in Belgium and in Luxembourg shall appoint the American members and may terminate their appointments. The citizens of Belgium and Luxembourg shall be appointed and removed by the Governments of Belgium and Luxembourg.

(b) The members of the Commission shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, expiration of term of service or otherwise shall be filled in accordance with the appointment procedure set forth in this Article.

(c) The members of the Commission shall serve without compensation, but the Commission is authorized to pay the necessary expenses of its members in attending meetings of the Commission and in performing other official duties assigned by the Commission.

(d) The Commission shall select from among its members a Chairman, a Treasurer and an Assistant Treasurer, who, like other members of the Commission, shall be entitled to vote.

Article 3

The Commission shall adopt such rules and appoint such committees as it shall deem necessary to carry out the responsibilities entrusted to it by the present Agreement.

Article 4

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

Article 5

Subject to the provisions of the present Agreement, the Commission may exercise all powers necessary to carry out the purposes of this Agreement, including the following:

- (a) plan, adopt and carry out programs in accordance with the purposes of this Agreement;
- (b) recommend to the Board of Foreign Scholarships of the United States of America the candidacies of students, trainees, research scholars, teachers, instructors and professors, resident in Belgium or Luxembourg, to participate in the program envisioned by this Agreement;
- (c) approve, in cooperation with the Board of Foreign Scholarships, the candidacies, and, as appropriate, arrange for the placement in Belgium/Luxembourg institutions of learning, of students, trainees, research scholars, and teachers at all academic levels, citizens and nationals of the

United States of America, as presented by the aforesaid Board to participate in the program envisioned by this Agreement;

- (d) recommend to the aforesaid Board such qualifications for the selection of participants in the program as the Commission may deem necessary for achieving its purposes and objectives;
- (e) engage an Executive Director and other administrative and clerical staff, determine their conditions of employment, fix and pay their salaries and incur other necessary administrative expenses;
- (f) authorize the Treasurer, or other person which it designates for this purpose, to receive funds, which shall be deposited in bank accounts in the name of the Commission, provided that the designation of the Treasurer or such other person, as well as the choice of the banks in which Commission funds will be deposited, is approved by the Government of the United States of America and the Governments of Belgium and Luxembourg;
- (g) authorize the Treasurer, or other person designated as provided above, to disburse funds and make grants and advances of funds, for the authorized purposes of the Commission including payment of transportation, tuition, maintenance and other expenses incident thereto;
- (h) provide for periodic audits of the accounts of the Commission as directed by auditors approved by the Government of the United States of America and the Governments of Belgium and Luxembourg;
- (i) acquire, hold and dispose of property in the name of the Commission, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Government of the United States of America and the Governments of Belgium and Luxembourg;
- (j) administer or assist in administering or otherwise facilitate educational and cultural activities that further the purposes of the present Agreement but are not financed by the Commission with funds made available by the Governments 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 Government of the United States of America and the Governments of Belgium and Luxembourg, and provided that no objection is interposed by any of them to the Commission's actual or proposed role therein.

Article 6

All obligations, commitments and expenditures authorized by the Commission shall be made pursuant to budgets approved by the Government of

the United States of America and the Governments of Belgium and Luxembourg.

Article 7

(a) Funds and property of the United States Educational Foundation in Belgium, established by the Agreement of October 8, 1948, as amended, shall be available to the Commission to be used for the purposes of the present Agreement.

(b) The Government of the United States of America proposes to make available to the Commission the balance of the Belgian franc equivalent of \$ 3,000,000 (United States currency), which the Government of Belgium will continue to deposit with the Treasurer of the United States as and when requested by the Government of the United States, as provided in paragraph 2 (A) (2) of the Memorandum of Understanding between the United States of America and Belgium Regarding Settlement for Lend Lease, Reciprocal Aid, Plan A, Surplus Property and Claims, signed on September 24, 1946,¹ in amounts not to exceed the equivalent of \$ 150,000 a year until an aggregate of \$ 3,000,000 has been made available.

(c) The rate of exchange between currency of the Governments of Belgium and the United States shall be determined for this purpose in accordance with paragraph 2 (A) (3) of the Memorandum of Understanding of September 24, 1946.

(d) The Governments of Belgium and Luxembourg propose jointly to make available to the Commission, beginning on January 1, 1969, a sum equal to one-half of the American contribution, or an annual contribution not to exceed 3,750,000 Belgian francs in 1969.

(e) Beginning January 1, 1970, the exact amounts that will be made available to the Commission annually will be determined by agreement of the Governments concerned. Beginning January 1, 1970, the Governments of Belgium and Luxembourg, on the one hand, and the Government of the United States on the other hand, will each assume responsibility for 50 % of the Commission's approved annual budgets.

(f) The performance of the obligations in paragraphs (b) and (e) of this Article by the Government of the United States of America 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.

(g) The performance of the obligations in paragraphs (d) and (e) of this Article by the Governments of Belgium and Luxembourg shall be subject

¹ United Nations, *Treaty Series*, vol. 132, p. 80.

to the availability of funds to the Governments of Belgium and Luxembourg in accordance with applicable laws of the respective countries.

(h) The Commission may accept and use such other funds as may be made available by contributions or otherwise from any source.

(i) All such funds and any accruals, as interest or otherwise, arising from investments or other use thereof shall be made available for expenditures by the Commission for purposes of the present Agreement, within the budgetary limits established pursuant to Article 6 hereof.

Article 8

Reports of the activities of the Commission acceptable in form and content to the recipients, shall be made annually to the Governments of the United States of America, Belgium and Luxembourg. Special reports may be made at any time at the discretion of the Commission or at the request of any of the above-named recipients.

Article 9

The Governments shall consult to determine means of overcoming any obstacles that might hinder the effective accomplishment of the programs provided for in the present Agreement, or with a view to modifying, by common consent, the provisions of the present Agreement.

Article 10

The present 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 Belgium which opens following the date of such notice. Upon termination of this Agreement, all funds and property of the Commission shall become the property of the Government of the United States of America and the Governments of Belgium and Luxembourg, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination, and shall be divided among them in proportion to their respective contributions to the Commission during the period of this Agreement. In determining the respective contributions, any funds and property to which the Commission succeeds pursuant to paragraph (a) of Article 7 shall be regarded as contributed by the Government of the United States of America.

Article 11

(a) The present Agreement shall enter into force when each Government shall have notified the other Governments by diplomatic note of the approval of the Agreement.

(b) The Agreement between the United States of America and Belgium and Luxembourg signed in Brussels on October 8, 1948, as amended, shall thereupon be terminated.¹

¹ See p. 391 of this volume.

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

DONE at Brussels, in the English, Dutch * and French languages, this 12th day of December 1968.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT à Bruxelles, en langues anglaise, française et néerlandaise **, le 12 décembre 1968.

TEN BLIJKE WAARVAN de ondergetekenden, behoorlijk daartoe gemachtigd door hun respectieve Regeringen, dit Akkoord hebben getekend.

GEDAAN te Brussel, in de Engelse, Nederlandse en Franse taal, de 12^{de} december 1968.

For the Government of the United States of America:
Pour le Gouvernement des États-Unis d'Amérique:
Voor de Regering van de Verenigde Staten van Amerika:

[Signed — Signé]¹

For the Government of Belgium:
Pour le Gouvernement de la Belgique:
Voor de Regering van België:

[Signed — Signé]²

For the Government of Luxembourg:
Pour le Gouvernement du Luxembourg:
Voor de Regering van Luxemburg:

[Signed — Signé]³

* Flemish.
** Flamand.

¹ Signed by Ridgway B. Knight — Signé par Ridgway B. Knight.

² Signed by Pierre Harmel — Signé par Pierre Harmel.

³ Signed by Lambert Schaus — Signé par Lambert Schaus.