

HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas June 30, 1947, modifying and extending agreement of February 18, 1943, as modified and extended
Entered into force June 30, 1947; operative from January 1, 1947
Program expired June 30, 1960*

61 Stat. 3271; Treaties and Other
International Acts Series 1661

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN AFFAIRS
Office of International Policy
Inter-American Affairs Section

No. 2953

CARACAS, June 30, 1947

MR. CHARGÉ D'AFFAIRES :

With reference to your Embassy's courteous note No. 2591, dated January 30, 1947, and as a result of the conversations held subsequently, I have the honor to confirm that it has been agreed between the Governments of the United States of Venezuela and the United States of America to extend a second time, for an additional period of 18 months, beginning January 1, 1947, the cooperative program of health and sanitation which is being carried out by the Oficina Cooperativa Interamericana de Salud Pública in conformity with the Modus-Vivendi concluded by an exchange of notes, dated February 18, 1943,¹ which was first extended, through the same procedure, on June 28, 1944,² for a period of 30 months which expired on December 31, 1946. The extension to which the present communication refers shall be effected subject to the following provisions:

First: It is considered that the financial obligations of the Institute of Inter-American Affairs and the Government of Venezuela, derived from the initial Modus-Vivendi, have been fulfilled, on the part of the said Institute, by the contribution of \$950,000 (American dollars) furnished in the manner specified, and on the part of the Government of Venezuela, by the investment of Bs. 2.00 for each dollar contributed by the former. Likewise, it is recog-

¹ EAS 348, *ante*, p. 1167.

² EAS 427, *ante*, p. 1183.

nized that the obligations of the same nature resulting from the first extension of the Modus-Vivendi have been fulfilled, on the part of the said Institute, by the contribution of \$500,000 (American currency), in the manner specified, and on the part of the Government of Venezuela, by the investment of a sum in bolivars equivalent to \$500,000 (American currency). Any unexpended sum remaining from those contributions at the end of the first period of extension (June, 1944 to December, 1946) shall be available for the cooperative program of health and sanitation agreed upon in this communication.

Second: The Institute shall continue to be represented in Venezuela by a group of its personnel, known by the name of Mission of the Institute of Inter-American Affairs in Venezuela, and the Chief of the said Mission shall continue to act as Director of the Oficina Cooperativa Interamericana de Salud Pública for the period of this extension.

Third: The cooperative program of health and sanitation shall be financed by the Contracting Parties during the period of extension indicated in this Agreement, in the following manner:

(a) The Institute shall contribute a sum not to exceed \$166,000 (American dollars) of which \$25,000 shall be deposited to the account of the Oficina Cooperativa Interamericana de Salud Pública in the following manner:

In January 1947	\$12, 500. 00
In July 1947	12, 500. 00
Total	<u>\$25, 000. 00</u>

The remainder of the \$166,000, that is, \$141,000 shall be contributed in accordance with the terms of paragraph (c) of this clause.

(b) The Institute may retain from the deposits indicated in paragraph (a) of the present clause the estimated sum which the Ministry of Health and Social Assistance and the Chief of the Mission may deem necessary for the purchase of material and equipment in the United States of America and for any other expenditure connected with the execution of this program. Any funds so retained by the Institute shall be considered as deposited under the terms contained in paragraph (a). If the said sums are not spent or allotted for such purposes, they shall be deposited to the order of the Oficina at any time, by mutual agreement between the Ministry and the Chief of the Mission.

(c) In addition to the sum which shall be deposited to the account of the Oficina in accordance with paragraph (a), the Institute shall make, separately, the allocation of the necessary funds to pay the salaries, maintenance, transportation and traveling expenses, and other administrative expenses of the employees of the Mission or other employees of the Institute in the United States of Venezuela during the period of this extension. From this estimated sum of \$141,000.00 the sum necessary for the above-mentioned purposes shall

be taken. The said funds shall be used by the Chief of the Mission in the United States of Venezuela separately from the funds which are deposited by the Institute to the account of the Oficina.

(d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in bolivars of \$250,000 (Américan dollars) at the exchange rate of Bs. 3.33 for each dollar, in the following manner:

During the month of January, 1947	\$68,468.46 (Bs. 228,000)
During the month of July, 1947	\$181,531.54 (Bs. 604,500)
Total	<u>\$250,000.00 (Bs. 832,500)</u>

(e) The manner of making the deposits which are specified in paragraphs (a) and (d) may be modified, according to the requirements of the program, by a written agreement concluded between the Ministry and the Chief of the Mission.

(f) In addition to the contributions indicated in paragraphs (a) and (d), the Oficina may receive contributions of any other origin and spend them in the same manner as the funds mentioned above and for the purposes and objectives of the Program of Health and Sanitation.

(g) Any sum or property acquired by the Oficina, which has not been spent, utilized or allotted at the expiration of the period indicated in this extension, shall remain the property of the Government of the United States of Venezuela and shall continue to be used for the purposes established by the Cooperative Program. Nevertheless, to ensure the attainment of the objective of the said Program, the Ministry and the Chief of the Mission shall determine by mutual agreement the exact use and disposal which shall be made of the money and properties not used and not allotted at the termination of this Agreement.

(h) By mutual agreement between the Ministry and the Chief of the Mission, the funds of the Oficina may be used to reimburse for or pay the salaries, maintenance, traveling expenses or other expenses of such additional members of the Mission or other employees of the Institute as the Contracting Parties may deem it necessary to employ. These funds may be appropriated or granted for such purposes by the Oficina to the Institute or to any other organization, but in each case the Ministry and the Chief of the Mission shall conclude a project agreement specifying the purposes and all the conditions for granting such appropriations.

Fourth: The Cooperative Program of Health and Sanitation shall continue to be carried out through individual Projects which shall have as their principal objective the construction and installation of waterworks in the rural communities of the United States of Venezuela and any other enterprise which affects the health and sanitation of the Venezuelan people. Each Project shall be provided for in a Project Agreement which shall be signed

by mutual accord by the Minister of Health and Social Assistance and the Chief of the Mission in the United States of Venezuela. The Project Agreement shall specify the kind of work which will be carried out, the allotment of funds, the persons responsible for the execution of the project and any other matter which the Contracting Parties may deem necessary to include.

Fifth: All matters relating to the plans of action for putting into effect the Cooperative Program of Health and Sanitation, to the procedures which are to be followed for carrying them out, and to matters of an administrative nature which concern the Oficina Cooperativa Interamericana de Salud Pública shall be decided by mutual agreement between the Ministry of Health and Social Assistance, the Director of the Oficina, and the Chief of the Mission in Venezuela.

Sixth: Such contracts as the Oficina may conclude for the purpose of carrying out the Project Agreements, as well as all distributions of its funds, shall be previously authorized by its Director. The staff of the Oficina shall be selected by mutual agreement between the Ministry of Health and Social Assistance and the Director of the former, and the appropriate appointments shall be made by a Resolution of the said Executive Department.

Seventh: The books, documents and accounts of the Oficina shall at all times be at the disposal of the authorized representatives of the Government of Venezuela and the Institute for their inspection and auditing, and the Director of the Oficina shall make Reports to the said Government and to the Institute with such frequency as the Ministry of Health and Social Assistance and the Chief of the Mission may determine by mutual agreement.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as an agency of the Ministry of Health and Social Assistance, shall enjoy such rights and privileges as are granted by law to similar official agencies, including exemption from postal and telegraph fees and discounts in transportation companies; and to the extent that the aforesaid agencies enjoy customs exemptions, such exemptions shall be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of articles intended for the carrying out of the Cooperative Program, it being understood that the Ministry may examine, as it does with respect to the other agencies, such lists of imports as may be prepared.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an agency of the Government of the United States of America. The representatives of the Institute shall be exempt from income tax on the sums which they receive as remuneration from the United States Government and their imports for use in the carrying out of the Program of Health and Sanitation shall be exempt from customs duties.

Tenth: The Minister of Health and Social Assistance, the Chief of the Mission, and the Director of the Oficina, may, whenever possible, delegate

the functions assigned to them under the present Agreement of Extension to representatives duly authorized by them.

Eleventh: The provisions of the original Modus-Vivendi and of the First Agreement of Extension (June 1944 to December 1946) shall remain in force unless invalidated directly or indirectly by the terms of the present Agreement.

This note and your reply in the same terms shall constitute an agreement respecting the provisions of the preceding clauses.

I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

CARLOS MORALES

The Honorable

THOMAS J. MALEADY,
Chargé d'Affaires ad interim
of the United States of America.
City.

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 2727

Caracas, June 30, 1947

EXCELLENCY:

With reference to this Embassy's note No. 2591 of January 30, 1947 and subsequent conversations between officers of this Embassy and of the Ministry of Foreign Relations, and with particular reference to your Excellency's note No. 2953 of June 30, 1947, I have the honor, in accordance with the instructions received from my Government, to confirm that it has been agreed by the Government of the United States of America and the Government of the United States of Venezuela, to extend for an additional period of eighteen months beginning January 1, 1947, the cooperative program of Health and Sanitation which has been carried on through the Oficina Cooperativa Interamericana de Salud Pública in accordance with the modus vivendi entered into by an exchange of notes February 18, 1943 which was extended by a similar procedure on June 28, 1944 for a period of thirty months, which expired December 31, 1946. The extension of the Agreement, which is agreed upon in the present exchange of notes, will be carried out in accordance with the following stipulations:

[For terms of agreement, see numbered paragraphs in Venezuelan note, above.]

Your Excellency's note which sets forth the foregoing stipulations and this reply constitute an agreement with respect to the extension of the Cooperative Program of Health and Sanitation.

Please accept, Excellency, the renewed assurances of my highest consideration.

THOMAS J. MALEADY
Chargé d'Affaires ad interim

His Excellency
Dr. CARLOS MORALES,
*Encargado of the Ministry of Foreign Relations,
Caracas.*