

## AGRICULTURAL EXPERIMENT STATION

*Memorandum of understanding and exchange of notes signed at  
Guatemala July 15, 1944*

*Entered into force July 15, 1944*

*Supplemented and amended by memorandum of understanding,  
March 10, 1945<sup>1</sup>*

*Terminated August 4, 1950<sup>2</sup>*

58 Stat. 1429; Executive Agreement Series 422

### MEMORANDUM OF UNDERSTANDING

In order to promote the cultivation of cinchona in the Western Hemisphere to assure to the American nations an adequate supply of anti-malarial products, the Governments of the United States of America and of Guatemala agree to cooperate in the establishment and operation of an agricultural experiment station in Guatemala and have reached the following understanding with respect thereto:

1. The general functions of the station shall include: (a) investigations necessary to the establishment and maintenance of a permanent cinchona industry in Guatemala; (b) if desirable, agronomic production investigations on other complementary tropical crops; (c) cooperation in the establishment of approved agricultural practices; (d) the propagation of planting materials; (e) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; and (f) cooperation with official agencies of the Governments of the other Republics of the Western Hemisphere in the development of tropical agriculture.

2. The Government of Guatemala on its part or acting through the Cooperating Cinchona Growers, or such other non-official entity as the Guatemalan Government may elect shall provide: (a) the land necessary to conduct investigations and demonstration work, such land to be selected by the director of the station in cooperation with the appropriate governmental agency of Guatemala and to be used by the experiment station free of charge; (b) laboratory and office space available to the Government of Guatemala with the necessary utilities, for the conduct of research investigations; (c) farm implements and hand tools necessary to conduct nursery and field investigations; (d) the services of at least one Guatemalan assistant to cooperate

<sup>1</sup> EAS 464, *post*, p. 574.

<sup>2</sup> Pursuant to notice of termination given by Guatemala Aug. 3, 1950.

with each scientist detailed to the station by the United States Department of Agriculture; (e) the necessary office, field and laboratory assistants, and such unskilled labor as may be essential to conduct the work of the experiment station.

3. The Government of the United States of America, through the United States Department of Agriculture, agrees to provide: (a) the services of scientists to perform the function of direction of the station, and to conduct the various production and utilization investigations; (b) scientific journals dealing with plant science published in the United States; (c) scientific equipment and apparatus not available to the Government of Guatemala but available to the Government of the United States; and (d) necessary land motor vehicles for the use of the station, subject to the availability of such vehicles in the United States of America.

4. The Government of the United States through the United States Department of Agriculture agrees that its national scientists at the station will assist in the work training program of students approved by the Guatemalan National School of Agriculture for studies on problems pertaining to cinchona when so requested by the School and at the discretion of the station director.

5. The Government of the United States of America and the Government of Guatemala mutually agree that the Government of Guatemala may delegate the execution of any of its obligations under this Agreement to any Guatemalan agency acceptable to the director of the station.

6. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years unless either of the Governments shall fail to provide the funds necessary for its execution in which event it may be terminated on written notice by either Government.

Signed and sealed at Guatemala, in duplicate, in the English and Spanish languages, this fifteenth day of July, nineteen-hundred and forty-four.

For the United States of America  
BOAZ LONG [SEAL]

For the Republic of Guatemala  
CARLOS SALAZAR [SEAL]

EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY  
GUATEMALA, July 15, 1944

No. 252

EXCELLENCY:

With reference to the Memorandum of Understanding regarding the establishment of an Agricultural Experiment Station which was agreed upon today between our respective Governments, I have the honor to inform Your

Excellency that it is my understanding that the Government of Guatemala will permit the entry, free of customs duties and other taxes and charges, of official supplies and equipment for the Station, as well as the personal effects of employees of the Station receiving compensation from the Government of the United States and who are nationals of that country.

I should appreciate receiving confirmation from Your Excellency that this understanding is satisfactory to the Government of Guatemala.

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

BOAZ LONG

His Excellency  
Licenciado don CARLOS SALAZAR,  
*Minister for Foreign Affairs,*  
*Guatemala.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 9180

663 (73-0)

*Guatemala, July 17, 1944*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note number 252, dated the 15th of the present month of July, in which, with reference to the memorandum of understanding relative to the establishment of an Agricultural Experiment Station, Your Excellency is good enough to request confirmation as to whether the interpretation is satisfactory to the Government of Guatemala to the effect that this Government will grant exemption from customs duties and from other charges and taxes to imports of supplies of an official nature and equipment for the Station, as well as of personal effects of employees of the Station who receive compensation from the Government of the United States and are nationals of the United States.

I take pleasure in informing Your Excellency, in due reply, that such interpretation is correct and is, therefore, satisfactory to the Government of this Republic.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration,

CARLOS SALAZAR

His Excellency BOAZ LONG,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States.*  
*City.*