

COOPERATIVE EDUCATION PROGRAM

Memorandum of agreement signed at Port-au-Prince April 30, 1944
Entered into force April 30, 1944
*Supplemented by agreement of May 24, 1945*¹
*Terminated by agreement of May 19, 1947*²

Department of State files

MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter called the "Republic"), and the Inter-American Educational Foundation, Inc., (hereinafter referred to as the "Foundation"), a division of the Office of the Coordinator of Inter-American Affairs, an agency of the Government of the United States, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions, without prejudice to the official program of education of the Haitian Government:

1. The Cooperative educational program may include:
 - a. Furnishing by the Foundation of a staff of educational specialists requested by the Minister of Education for service in Haiti in carrying out the cooperative educational program;
 - b. Training grants to permit Haitian educators to come to the United States for specialized training, to lecture and to exchange ideas and experience with United States educators;
 - c. Exploration and survey in Haiti of local educational needs and resources for carrying out training projects;
 - d. Development, adaptation, and exchange of suitable teaching materials, particularly visual materials;
 - e. Local projects needed to implement the program in Haiti.
2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties to this agreement, the Government of Haiti shall create a special service to be known as the Commission Cooperative Haitiano-Américaine d'Education, which shall operate as a separate entity within and subordinate to the Ministry of Education. The Commission Cooperative Haitiano-

¹ *Post*, p. 786.

² *Post*, p. 805.

Américaine d'Education shall have the power to execute the cooperative educational program herein described.

3. The Foundation will provide a field staff of educational specialists to assist in the consummation of the cooperative educational program. The field staff shall be under the direction of an official who shall have the title of Representative of the Inter-American Educational Foundation, Inc., in Haiti, and who shall be acceptable to the Government of Haiti. This official shall be representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

4. The Government of Haiti shall appoint as Director of the Commission Cooperative Haitiano-Américaine d'Education the Representative of the Inter-American Educational Foundation, Inc. The Director of the Commission Cooperative Haitiano-Américaine d'Education shall be responsible for the execution of and shall have authority to carry out the cooperative educational program of the Commission.

5. The cooperative educational program in Haiti shall consist of individual projects. Projects shall consist of specific kinds of work and activities to be undertaken by the representatives of both parties in the execution of this agreement. The projects and the allocation of the funds of the Commission Cooperative Haitiano-Américaine d'Education shall be agreed upon by the Minister of Education for the Republic of Haiti and the Representative of the Foundation in Haiti.

6. The Foundation shall pay the salaries and other expenses payable directly to the American members of the field staff in a total amount not to exceed One Hundred and Forty-seven Thousand Dollars (\$147,000) and shall, in addition, grant to the Commission Cooperative Haitiano-Américaine d'Education the total sum of Fifteen Thousand Dollars (\$15,000) as follows:

No later than May 1, 1944, the sum of \$5,000.00
 No later than May 1, 1945, the sum of \$5,000.00
 No later than May 1, 1946, the sum of \$5,000.00

7. The Government of Haiti shall in addition to its regular budget for education grant to the Commission Cooperative Haitiano-Américaine d'Education the Fifty Thousand Dollars (\$50,000) as follows:

No later than May 1, 1944, the sum of \$16,666.66
 No later than May 1, 1945, the sum of \$16,666.67
 No later than May 1, 1946, the sum of \$16,666.67

The funds of the Commission Cooperative Haitiano-Américaine d'Education shall be deposited in a special account in the name of the Commission Cooperative Haitiano-Américaine d'Education and shall be disbursed by the Director of the Commission Cooperative Haitiano-Américaine d'Education only upon projects having the mutual approval of the Minister of Education and the Representative of the Foundation in Haiti. In addition to the above grants in cash, the Government of Haiti will also furnish office space, office

equipment, furnishings and supplies as are necessary, and will furnish such other materials and supplies as are available and which may be necessary for the projects to be undertaken through the Commission Cooperative Haitiano-Américaine d'Education. The Haitian Government will also provide at least one understudy to each of the specialists from the United States in order that the Haitian educators may carry on the educational program when the staff of American personnel is withdrawn.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in dollars, the Minister of Education and the Representative of the Foundation in Haiti may withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for in dollars the purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not expended on or obligated for materials or supplies for the Commission Cooperative Haitiano-Américaine d'Education shall be deposited to the Commission's account.

9. The funds granted by the parties of this agreement to the Commission Cooperative Haitiano-Américaine d'Education shall continue to be available for the purpose of this program during the existence of this agreement. Interest, if any, on any balances of funds to the credit of the Commission Cooperative Haitiano-Américaine d'Education shall be credited to and be for the use of the Commission. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the Commission Cooperative Haitiano-Américaine d'Education upon the termination of this agreement.

10. The Director of the Commission Cooperative Haitiano-Américaine d'Education, with the approval of the Minister of Education of Haiti, shall have the power to select, appoint, or discharge the employees of the Commission and shall determine the salaries, transfers, and conditions of employment within the Commission.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Education and the Representative of the Foundation in Haiti shall be executed in the name of the Commission Cooperative Haitiano-Américaine d'Education by the Director of the Commission.

12. The Commission Cooperative Haitiano-Américaine d'Education shall be considered as an integral part of the public administration of Haiti. As a consequence its Director and its personnel shall enjoy the same privileges and rights which are held by the departments and other public divisions of the Government of Haiti and by the personnel thereof.

13. All employees of the Foundation who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative

educational program shall be exempted from all income taxes with respect to income on which they are obligated to pay income taxes to the Government of the United States and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of customs and import duties on their personal effects, equipment and supplies for their own use.

14. The expenditure, audit, and accounting of funds in the Commission Cooperative Haitiano-Américaine d'Education account, as well as the purchases and sale of personal property for the account of the Commission shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Education and the Representative of the Foundation in Haiti. The accounts of the Commission shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Haiti or by the Foundation or its delegate.

15. At the termination of this agreement, all property of the Commission Cooperative Haitiano-Américaine d'Education shall remain the property of the Government of Haiti.

16. All rights, powers, privileges, or duties conferred by this agreement upon the Minister of Education may be delegated by him in whole or in part to the Directors of Rural and Urban Education of the Haitian Government. All rights, powers, privileges, or duties conferred by this agreement upon the Representative of the Foundation in Haiti may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the Minister of Education.

17. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Inter-American Educational Foundation, Inc.

18. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this agreement.

This memorandum of agreement shall be effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF the undersigned, duly authorized, sign the present contract, in duplicate, in English and in French, at Port-au-Prince, Haiti this 30th day of April 1944.

For the Government of the Republic of Haiti:
M. DARTIGUE

For the Inter-American Educational Foundation:
KENNETH HOLLAND
Vice President
Inter-American Educational Foundation, Inc.