

FOOD PRODUCTION PROGRAM

*Memorandum of agreement signed at Port-au-Prince August 28, 1944
Entered into force August 28, 1944*

*Modified and extended by agreements of June 25 and July 20, 1945;¹
December 27, 1946;² June 25 and 29, 1948;³ and June 30, 1949⁴*

Amended by agreement of October 16, 1945⁵

*Supplemented by agreements of December 19, 1947, and January 5,
1948,⁶ and January 8 and 13, 1948⁷*

*Superseded June 30, 1950, by agreement of September 18 and 27,
1950⁸*

62 Stat. 3953; Treaties and Other
International Acts Series 2061

MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as the "Government") and The Institute of Inter-American Affairs (hereinafter to as the "Institute"), a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative food production program for the purpose of alleviating adverse effects of the present war upon Haitian agriculture by assisting in the production of food crops with a view to stabilizing Haitian agriculture and increasing the supply of food available in accordance with the following terms and conditions.

1. The cooperative food supply program may include (a) furnishing the Haitian farmers with seeds, planting stock, tools, insecticides, and other similar materials, and establishing grain storage and grain protection facilities in the Republic; (b) training Haitian Agricultural personnel; (c) furnishing technical advice and assistance to the Government of Haiti and to the farmers cooperating in increasing food production; and (d) such other

¹ TIAS 2061, *post*, p. 789.

² TIAS 2061, *post*, p. 801.

³ TIAS 2075, *post*, p. 836.

⁴ TIAS 2153, *post*, p. 857.

⁵ TIAS 2061, *post*, p. 795.

⁶ TIAS 2061, *post*, p. 826.

⁷ TIAS 2061, *post*, p. 829.

⁸ 1 UST 780; TIAS 2154.

projects and activities as may be determined necessary and advisable to stimulate the production of food crops.

2. The Institute will provide a field party of agricultural specialists acceptable to the Minister of Agriculture to assist in the consummation of the cooperative food production program. The field party shall be under the direction of an official who shall have the title of Chief of Field Party, Food Supply Division, The Institute of Inter-American Affairs. This official shall be the representative of the Institute in connection with the program to be undertaken in accordance with this agreement. The field party shall be of such size as the Institute, in agreement with the Department of Agriculture, considers appropriate.

3. The cooperative food production program in Haiti shall consist of individual projects to be undertaken for the purpose of implementing the program. The projects and the funds allocated therefor shall be mutually agreed upon by the Minister of Agriculture for the Republic and the Chief of Field Party for the Institute.

4. The cooperative food production program shall be undertaken and administered by the Ministry of Agriculture, with the assistance of the Institute. In order that there may be funds to be used for the purpose of carrying out the cooperative food production program, it is agreed that the Institute shall make available the sum of \$125,000 and that the Government shall make available the sum of \$50,000. The funds to be made available by the two parties to this agreement are to be deposited in a bank named by the Government in the Republic of Haiti, which account shall be known as the "Cooperative Food Production Program—The Institute of Inter-American Affairs". The Government agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement and the Institute agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement. The Institute will also deposit in said account in such time or times and as required in the discretion of the Minister of Agriculture and the Chief of Party the additional sum of \$75,000, making a total of \$125,000 contribution by the Institute. The checks drawn against said account shall be signed by the Chief of Party of the Institute and an official designated by the Minister of Agriculture. The funds in the said account shall be disbursed by the Chief of Party only upon projects having the mutual approval of the Minister of Agriculture and the Chief of Party. Contracts and agreements involving the use of the funds of the said account shall be executed in the name of the Institute. The books and records of the Institute relating to the cooperative food production program in Haiti, shall be open at all times to inspection by both parties or authorized officials of the Government of Haiti. The Institute will furnish the Minister of Agriculture with such reports and accounting of funds of the said joint account at such times and in such detail as agreed to by the Minister of Agriculture and the Chief of Party.

5. In view of the fact that some of the materials and supplies to be used in furthering the program must necessarily be purchased in the United States of America and paid for in dollars, the Chief of Party, upon joint approval of himself and the Minister of Agriculture may withhold from the deposits to be made by the Institute as hereinabove provided, an amount estimated 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 Institute for such purchases and not expended or obligated for materials or supplies shall be deposited in the said account referred to above at such time or times as may be determined upon by the two parties referred to in this paragraph.

6. The funds deposited by the parties to this agreement in the said account 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 said account shall be used for the purpose of carrying out the cooperative food production program. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the said account upon the termination of this agreement.

7. All employees of the Institute who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative food production program shall be exempted from all income tax payable to the Government of Haiti and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of custom and import duties on their personal effects, equipment and supplies for their own use.

If such effects are sold in Haiti, declaration will be made before the Fiscal Department of the National Bank of Haiti and full duty will be paid by the employees involved.

8. The Government of Haiti in addition to the cash provided for above shall also furnish, if possible, office space, office equipment, except typewriter and adding machines, furnishings and will furnish such other materials and supplies, except automotive equipment, as are available and which may be necessary for the projects to be undertaken in connection with the cooperative food production program.

9. The Institute, in assisting with the cooperative food production program, shall be entitled to free postal, telegraph and telephone service, passes on railroads, rebates or preferential tariffs by domestic companies of maritime and river navigation, air travel, telegraph, telephone, railroad, etc., as are allowed to departments of the Government of Haiti and also freedom and immunity from import duties, excise, stamp, property, and any or all other taxes as well as all consular fees and charges, as allowed to departments of the Haitian Government.⁹

⁹ For an amendment of para. 9, see memorandum of agreement of Oct. 16, 1945 (TIAS 2061), *post*, p. 795.

10. The salaries, living allowances, traveling expenses and any other amounts directly payable to personnel of the Institute including the Chief of Party shall be paid exclusively from funds of the Institute and shall not be credited against the funds required to be deposited in the account herein described.

11. The Institute does not engage to make available any equipment, supplies or materials which are deemed necessary and essential by the Government of the United States of America to any phase of the war effort.

12. At the termination of this agreement, all property in the control of the parties to this agreement and which has been purchased with the funds of the said account shall be the property of the Government of Haiti.

13. All rights, powers, and duties conferred by this agreement upon the Minister of Agriculture or the Chief of Party may be delegated to representatives thereof, provided that the said representatives shall be satisfactory to the other party.

14. This memorandum of agreement may be amended if deemed advisable by the Government of Haiti and the Institute of Inter-American Affairs and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Institute of Inter-American Affairs.

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

16. This memorandum of agreement shall be effective as of the date hereof and shall remain in force until September 30, 1945.

Any balance of money not spent at the expiration of the term of this agreement shall be used to continue projects under way or previously agreed upon by the two parties.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the memorandum of agreement in duplicate, in English and in French, at Port-au-Prince, this 28th day of August 1944.

For the Government of the Republic of Haiti
M. DARTIGUE

For the Institute of Inter-American Affairs
W. C. BRISTER