

COOPERATIVE EDUCATION PROGRAM

*Agreement signed at Port-au-Prince May 19, 1947, with appendixes
Entered into force May 19, 1947*

Department of State files

AGREEMENT

Relative to the Termination of the Cooperative Program in Education Undertaken by the Republic of Haiti and the Inter-American Educational Foundation, Inc.

This Agreement, made between the Republic of Haiti, represented by Emile St. Lot, Secretary of State for National Education in the Republic of Haiti, (hereinafter called the "Secretary") and the Inter-American Educational Foundation, Inc., a corporate instrumentality of the Government of the United States of America (hereinafter called the "Foundation"), represented by Dr. J. Max Bond, Special Representative of the Foundation in Haiti, (hereinafter called the "Special Representative"), is entered into for the purpose of recording the termination of, and providing for the disposition of certain assets relative to, the cooperative educational program in Haiti which was undertaken pursuant to the agreement executed on April 30, 1944¹ by the Republic of Haiti and the Foundation, as amended by the Supplemental Agreement executed by the same parties on May 24, 1945,² (both of which agreements are hereinafter collectively referred to as the "Basic Agreement").

CLAUSE I

The parties hereto declare in mutual agreement that the cooperative educational program undertaken pursuant to the Basic Agreement has been carried out and completed in a satisfactory manner and especially desire to record the following:

A. The Republic of Haiti, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of G250,000. (\$50,000. US) and has expended for construction of buildings at normal schools the further sum of at least G50,000. (\$10,000.

¹ *Ante*, p. 770.

² *Ante*, p. 786.

US) making a total expenditure on the part of the Republic for the program of G300,000. (\$60,000. US). In addition, the Republic of Haiti has contributed voluntarily to the cooperative educational program certain other assets, facilities and services which are more particularly set forth in Appendix A attached hereto and made part of this Termination Agreement.

B. The Foundation, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of \$46,028.46 (G230,142.30). In addition, the Foundation has made available to the Republic of Haiti the services of the United States technicians and specialists called for in the Basic Agreement and certain other technicians and specialists have also been furnished by the Foundation in connection with the cooperative educational program. The value of all such additional services and other contributions to the program by the Foundation is estimated to be in the amount of approximately \$134,840.73, a summary statement of which is attached hereto as Appendix B to this Termination Agreement. The parties hereto take this occasion to renew their approval of the collaboration of the United States technicians and specialists in the administration of the affairs of the Commission Cooperative Haitiano-Americaine d'Education (hereinafter called the "Commission") and to ratify their activities in connection with the same.

C. The Commission has fulfilled to the entire satisfaction of the parties to the Basic Agreement its functions as the Haitian organization established for the realization of the objectives of the cooperative educational program undertaken by the Republic of Haiti and the Foundation.

CLAUSE II

As a part of the operations of the Commission a number of activities and projects were undertaken, a complete list of which with their respective costs is contained in Appendix C attached hereto and made a part of this Termination Agreement. All of such activities were undertaken and carried out in accordance with budgets and/or project agreements approved by authorized officials of the Republic of Haiti and the Foundation and the parties hereby ratify and approve in all respects whatsoever the character of the activities undertaken, the methods of administration and the costs of such activities as described in the said Appendix C and the Completion Agreement executed by the Secretary and the Special Representative on May 19, 1947. All of such projects and activities were terminated as Commission functions on or prior to April 29, 1947 and arrangements made for their future continuation and operation under other auspices, if their continued operation after that date was desired. All of the approved annual budgets, project agreements and the Completion Agreement are incorporated herein by reference and made a part hereof.

CLAUSE III

In accordance with the Basic Agreement all property of the Commission remaining at the close of April 29, has been transferred to the Republic of Haiti which shall have the right to retain the same and to apply it to such uses as it deems advisable.

CLAUSE IV

In order to provide for the orderly liquidation of all outstanding obligations and termination of the activities of the Commission, the Secretary and the Special Representative, by agreement dated April 29, 1947, a copy of which is attached hereto as Appendix D and made a part of this Termination Agreement, allocated G2,500. (\$500.00 U.S.) from the general account of the Commission for payment of administrative and other miscellaneous expenses involved in liquidating the activities of the Commission. The parties hereby ratify and confirm such agreement and agree that the funds set aside thereby have been used for the purposes described therein. In such agreement it was estimated that the liquidation of the Commission would require a period of not to exceed one month ending May 31, 1947. However, the liquidation has been completed as of May 13, 1947 and all of its obligations paid except as provided in CLAUSE V hereof. A final financial statement showing the income and expenditures of the Commission as of May 13, 1947 and taking into consideration the above mentioned administrative liquidation account of the Commission is attached hereto as Appendix E and made a part of this Termination Agreement. The unexpended balance of Commission funds shown in the financial statement is tendered herewith and paid over to the Republic of Haiti and the receipt thereof is hereby acknowledged. The Republic agrees to use such balance in furthering the general objectives of the Cooperative Educational program.

CLAUSE V

It is recognized by the parties that certain obligations incurred in carrying out the cooperative educational program remain unpaid at the termination of the liquidation of the Commission. The parties estimate these obligations to be in a total amount not exceeding G5,000. (\$1,000. U.S.) represented entirely by amounts owing on account of purchases which have been made in the United States by the Foundation for the program. In view of the fact that claims were not presented for payment of these obligations prior to the completion of the liquidation of the Commission and that plans and arrangements have been made for the application to other purposes of the balance of G4,548.65 shown on Appendix E attached to this Termination Agreement, the Foundation agrees to assume and does hereby assume the payment of the said unpaid obligations in the amount of not to exceed G5,000. (\$1,000. US). The parties hereby recognize such payment as a further contribution

by the Foundation to the cooperative educational program in addition to the contributions required by the Basic Agreement. It is specifically understood and agreed however, that the obligation assumed hereby by the Foundation extends only to the actual total amount of the costs of such purchases already made in the United States and miscellaneous charges heretofore or hereafter incurred in connection therewith and that there is no obligation on the part of the Foundation to make available to the Republic of Haiti, or for its benefit, any additional funds for any purpose whatsoever. This shall not be construed as preventing the return by the Foundation to the Republic of Haiti of unused training funds, if any, as contemplated by CLAUSE VI hereof. Future deliveries of articles heretofore purchased in the United States for the cooperative program shall be exempt from Haitian customs and other import duties.

CLAUSE VI

In order to carry out a training program in the United States in the field of education for Haitian personnel, certain funds contributed to the cooperative educational program by the parties hereto, were placed on deposit with the Institute of International Education in the United States. This training program is currently in progress and is expected by the parties to be completed on or about June 30, 1948 through the use of the deposited funds. The Foundation will continue to provide certain professional guidance and direction for the trainees without charge and will continue to collaborate with the Institute of International Education in arranging for the payment, from the mentioned funds on deposit, of certain direct costs of the training program such as, travel, per diem, stipend for living expenses, insurance and other miscellaneous expenses presently allowed trainees under the training program. Periodic reports will be made by the Foundation as to the Secretary with respect to the trainees and the funds on deposit with the Institute.

Upon termination of the arrangements between the Foundation and the Institute with respect to the training program, the Institute and the Foundation are authorized to make such arrangements as may be mutually satisfactory to them providing for the transfer to the Foundation of the then balance of the funds previously deposited with the Institute as above described. The Foundation is authorized to make appropriate arrangements to carry out thereafter the same functions now being performed by the Institute with respect to the training program. In the event the funds presently held by the Institute prove to be insufficient to meet the mentioned direct costs of such training program, the Republic of Haiti agrees to make available to the Foundation, upon the request of the Foundation, such additional amounts as may be necessary to pay for such additional direct expenses. On the other hand should such present funds on deposit be more than are adequate to cover all of the direct costs in question, the Foundation agrees to return such excess funds to the Republic of Haiti upon completion of the training pro-

gram. In no event however, will the Foundation be under any obligation to pay the direct costs of such training program which are in excess of the amounts presently on deposit with the Institute of International Education.

CLAUSE VII

All funds which will not have been used and which will remain in the Washington Office after all expenses have been paid will be transferred to the Institute of International Education and will be used to cover the expenses of new recipients of scholarships to the United States.

CLAUSE VIII

The Foundation may continue to maintain personnel in the Republic of Haiti for such period of time as may be necessary to conclude the affairs and activities of the Foundation and to liquidate its obligations. During such period the Foundation and its personnel shall continue to enjoy the same rights, privileges and exemptions which were extended to them in Haiti during the operation of the cooperative educational program and which are provided for in the Basic Agreement. The parties recognize that the Special Representative has the necessary authority to proceed, either personally or through delegates appointed by him, to perform such acts, to make such arrangements, to execute such instruments or agreements, and in general to do all things and to take all necessary actions to effect the liquidation of the affairs of the Foundation in Haiti.

IN WITNESS WHEREOF, the undersigned, duly authorized by the parties hereto, execute this Termination Agreement in quadruplicate, in the French and English languages, in the city of Port-au-Prince, Haiti, this 19 day of May, nineteen hundred and forty-seven.

Republic of Haiti

By E. SAINT LOT
*Secretary of State for
National Education*

Inter-American Educational Foundation, Inc.

By J. MAX BOND
*Special Representative
in Haiti*

APPENDIX A

STATEMENT OF CONTRIBUTIONS BY THE REPUBLIC OF HAITI OTHER THAN
CONTRIBUTIONS REQUIRED BY THE BASIC AGREEMENT

Telephone Service (Discount allowed on telephone service for 30 months at G 15.00 per month)	G	450.00
Tax exemption on gasoline purchases (Computed on basis of \$0.16 US on each gallon for 35 months averaging 450 gallons (estimated) per month)		12,600.00
Customs duties (Exemption from payment of duties on equipment and sup- plies shipped from the United States (estimated))		8,019.05
Construction (Value of construction of buildings and other facilities at normal schools in excess of amount required to be expended by Basic Agreement)		2,281.05
Total value of such contributions	G	23,350.10
Equivalent in U.S. Cy.		\$4,670.02

APPENDIX B

STATEMENT OF CONTRIBUTIONS BY THE FOUNDATION OTHER THAN
CONTRIBUTIONS OF CASH MADE PURSUANT TO THE BASIC AGREEMENT*Costs of Field Party Administration*

Personal services	\$104,534.84
Travel	4,731.52
Transportation of things	1,385.95
Communications	827.84
Other contractual services	688.06
Entertainment	667.46
Supplies	94.06

 \$112,909.73

In addition to the above expenses which were paid by the Foundation on the aforesaid purposes the following charges were also incurred and paid by the Foundation in connection with the cooperative educational program in Haiti:

Services of special educators sent to Haiti under Foundation Special Project B-EF- 54	\$4,846.63
Expenses incurred in furnishing training for Mme. Luce Duviervier in the U.S. under Special Project B-EF-54	1,449.37
Amount paid to Institute of International Education for performing certain services on behalf of Haitian personnel receiving training in the U.S.	1,428.00
Cost of special English Teaching program con- ducted in Haiti by Foundation under Special Project SE-1409	14,207.00

 21,931.00

Total of above contributions by Foundation	\$134,840.73
Equivalent in Gdes	G 674,203.65

APPENDIX C

STATEMENT OF PROJECTS AND OTHER ACTIVITIES UNDERTAKEN BY THE COMMISSION

<i>Name of Project or Activity</i>	<i>Cost</i>
Administration (For all costs of administration)	G 202, 562. 56
Training Grants (Scholarships and training grants for Haitian personnel)	143, 640. 93
English Teaching (To promote wider knowledge of English)	6, 466. 18
Manual Arts (To provide training in handicrafts)	4, 545. 45
Normal School (Teacher Training) (To assist in improving teacher training courses and facilities)	15, 568. 21
Science (For promotion of courses in elementary science)	3, 052. 00
Health Education (To provide wider dissemination of materials and knowledge relating to hygiene and home economics)	15, 961. 42
Ceramics (To assist in the training of Haitian personnel in a new activity)	25, 541. 84
Publications (To cover costs of publishing teaching and other educational material)	2, 069. 15
Miscellaneous (For purchase of teaching supplies and related materials)	54, 884. 77
Total cost of all projects and activities	G 474, 292. 51
Equivalent in US Cy.	\$94, 858. 50

APPENDIX D

April 29, 1947

MEMORANDUM

To: Mr. Emile St Lot
Secretary of State for National Education

From: J. Max Bond (Sgd.) J. MAX BOND
Special Representative of the Inter-American Educational Foundation

Subject: Liquidation of the Affairs of the Commission Cooperative Haitiano-Americaine d'Education

In accordance with the Basic Agreement between the Republic of Haiti and the Inter-American Educational Foundation, Inc. the cooperative program of education undertaken in Haiti pursuant to such agreement will terminate at the end of April 29, 1947.

All projects and activities of the Commission Cooperative Haitiano-Americaine d'Education will be closed as of that date and all unexpended and unobligated funds of these various undertakings of the Commission will

revert to the general unallocated funds of the Commission. No new obligations will be created except as modified by the terms of the following paragraph.

In order to provide for a prompt and efficient liquidation of the work of the Commission, it will be necessary for certain Commission administrative employees to remain and continue working for varying periods, none of which shall be longer than through the month of May 1947. To defray the salaries of such personnel and to pay other miscellaneous administrative expenses necessary to the proper liquidation of the Commission's activities, it will be necessary to establish a special Program Liquidation Account and to allocate the necessary funds from the General Account of the Commission. It is estimated that the total amount needed for this purpose will not exceed G 2,500. (\$500). Accordingly it is proposed that such amount be allocated for such purposes. Upon completion of the liquidation period in question the remaining portion of such funds will be disposed of in accordance with the provisions of the Termination Agreement between the Republic of Haiti and the Foundation covering the termination of the cooperative program.

This memorandum of agreement will be attached to and form a part of the mentioned Termination Agreement.

If the foregoing provisions are satisfactory to you please sign and return to this Office the two enclosed copies of this memorandum.

Approved by: E. SAINT LOT
Secretary of State
for National Education

J. MAX BOND

APPENDIX D-1

DEPARTMENT DE L'EDUCATION NATIONALE

SECRETAIRERIE D'ETAT
DE L'EDUCATION NATIONALE
No. C-8: 9130

PORT-AU-PRINCE, le 7 Mai 1947

Mr. J. MAX BOND
Director de la Commission Cooperative
Haitiano-Americaine d'Education
In his Office.

DIRECTOR:

Hereby you are authorized to make the necessary expenses relative to the installation and the connection of two Ceramics kilns, transported to the Department of National Education.

It is understood that these expenses will not exceed the sum of THIRTY FIVE DOLLARS & 00/100 (\$35.00) and will be taken from the "Liquidation Account" pursuant to the Memorandum for Agreement as of April 29, 1947.

Very truly yours,

EMILE ST LOT
Secretary of State

Approved:
J. MAX BOND

APPENDIX E

FINAL FINANCIAL STATEMENT OF THE COMMISSION
AT THE CLOSE OF MAY 13, 1947

RECEIPTS

From the Republic of Haiti			
Cash		G 249,999.95	
From the Inter-American Educational Founda- tion, Inc.			
Cash	(\$31,800.00)	159,000.00	
Materials	(14,228.46)	71,142.30	
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TOTAL RECEIPTS			G 480,142.25

DISBURSEMENTS

For projects and other activities (See Appendix C)		G 474,292.51	
For liquidation purposes after April 29, 1947, the date on which the cooperative pro- gram ended		1,301.10	
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Total		475,593.61	
Less: Conversion loss		.01	
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NET TOTAL DISBURSEMENTS			475,593.60
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BALANCE ¹			4,548.65
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Equivalent in U.S. cy.:		
Receipts	\$96,028.45	
Disbursements	95,118.72	
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Balance ¹	909.73	
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¹ The balance of G 4,548.65 (\$909.73 US) is to be paid over to the Republic of Haiti in accordance with the provisions of CLAUSE VI of this Termination Agreement.