

HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince September 25 and 27, 1947; extension agreement signed at Port-au-Prince September 30, 1947
Entered into force September 27, 1947; operative September 30, 1947
Program expired June 30, 1960*

61 Stat. 3651; Treaties and Other
International Acts Series 1693

EXCHANGE OF NOTES

*The American Chargé d'Affaires ad interim to the Secretary of State for
Foreign Affairs*

AMERICAN EMBASSY
PORT-AU-PRINCE, *September 25, 1947*

EXCELLENCY:

I have the honor to refer to the letters exchanged between the President of the Republic of Haiti and the Acting Secretary of State of the United States of America, dated April 7, 1942,¹ relating to the establishment of a cooperative health and sanitation program in Haiti as modified by the notes exchanged between the American Ambassador to the Republic of Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944,² concerning the same program.

In accordance with the exchange of such letters and correspondence, an agreement was entered into between the Republic of Haiti and the Institute of Inter-American Affairs, pursuant to which the cooperative health and sanitation program was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti to cooperate with officials of the Haitian Government in realizing the objectives of such program.

I have now been informed by the Department of State in Washington that additional funds amounting to \$25,000 have been made available by the Institute of Inter-American Affairs for the continuation of the cooperative health and sanitation program in Haiti up to and including June 30, 1948. It is understood that the additional \$25,000 to be contributed by the Institute of Inter-American Affairs will be made available on condition that

¹ EAS 425, *ante*, p. 756.

² EAS 453, *ante*, p. 774.

the Republic of Haiti contribute \$80,000 for the same program. The contribution by the Institute of Inter-American Affairs will be in addition to payments made by the Institute of Inter-American Affairs directly to or on account of the experts and technicians sent to Haiti by the Institute of Inter-American Affairs in connection with carrying out the cooperative health and sanitation program.

If Your Excellency agrees that the proposed arrangement, as outlined above, is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Republic of Haiti and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ROBERT H. McBRIDE
Chargé d'Affaires ad interim

His Excellency
EDMÉ MANIGAT,
*Secretary of State for Foreign Affairs,
Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS

REPUBLIC OF HAITI
PORT-AU-PRINCE, *September 27, 1947*

No. SG/I-3: 1242

MR. CHARGÉ D'AFFAIRES,

I have the pleasure of acknowledging the receipt of the note of September 25 of this year in which you inform me that the Institute of Inter-American Affairs has decided to make a complementary contribution of \$25,000 to the sanitation program of the Haitian Government, on condition that the latter agrees to participate on its part to the amount of \$80,000.

In reply, I am happy to inform you that the Haitian Government agrees to renew the agreement which was to expire on September 30 of the present year, on the basis proposed by the Institute.

The necessary steps may therefore be taken for the signing of this supplementary agreement by the officials of the Institute and the representatives of the Haitian Government.

Accept, Mr. Chargé d'Affaires, the assurance of my most distinguished consideration.

EDMÉ TH. MANIGAT

Mr. ROBERT H. McBRIDE
Chargé d'Affaires ad interim
of the United States of America.
Port-au-Prince.

EXTENSION AGREEMENT

This Extension Agreement between the Republic of Haiti (hereinafter called the "Republic"), represented by the Secretary of State for Foreign Affairs of the Republic, and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by Edwin L. Dudley, Chief of Field Party, Health and Sanitation Division of the Institute (hereinafter called the "Chief of Field Party"), is entered into for the purpose of extending and modifying the cooperative health and sanitation program which was jointly undertaken by the Republic and the Institute pursuant to the agreement entered into between the Republic and the United States, as provided in the notes exchanged between the President of the Republic and the Under Secretary of State of the United States on April 7, 1942, as supplemented and modified by the notes exchanged between the United States Ambassador to Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944, respectively, and as further modified and supplemented by the agreement concerning such program contained in the exchange of correspondence between the Executive Vice President of the Institute and the President of the Republic on July 11 and July 12, 1944 (all of such notes and correspondence being hereinafter collectively referred to as the "Basic Agreement").

CLAUSE I

The parties hereto mutually intend, agree and declare that the term of the Basic Agreement be and hereby is extended for an additional period of nine months beginning the first day of October 1947 and terminating the thirtieth day of June 1948.

CLAUSE II

The Institute shall continue to maintain in the Republic of Haiti during the term of this Extension Agreement a field party of technicians and other specialists which shall continue to be under the direction of the Chief of Field Party who shall be acceptable to the Republic and who shall be the representative of the Institute in Haiti in connection with the program to be carried

out in accordance with this Extension Agreement. The Institute field party will continue to operate as the American Sanitary Mission and function in agreement and close cooperation with the Republic as the intermediary between the Republic and the Institute for the execution of the cooperative program of health and sanitation. An appropriate official of the Republic designated by the President of the Republic and hereinafter referred to as the "Representative of the Government of Haiti" shall continue to represent the Republic in the execution of the cooperative program of health and sanitation. The Republic recognizes the Institute as a corporate instrumentality of the Government of the United States of America and that the American Sanitary Mission is a division or office of the Institute.

CLAUSE III

The parties hereto acknowledge that the obligation of the Republic under the Basic Agreement for the cooperative health and sanitation program is \$150,000 U.S. and that the obligation of the Institute under the Basic Agreement for the same program is \$800,000 U.S. In addition to the mentioned funds required by the Basic Agreement to be contributed by the Republic and the Institute, the cooperative health and sanitation program shall be further financed during the period established by this Extension Agreement as follows:

(a) The Institute agrees to deposit during 1947, in the Banque Nationale de la Republique d'Haiti to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of \$25,000 U.S.

(b) The Republic agrees to deposit in the Banque Nationale de la Republique to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of not less than \$80,000 on the following basis:

During	1947	\$40,000
Not later than	March 31, 1948	\$40,000

In addition to the funds described above, it is understood that the Republic, when it is deemed desirable, may make available to the American Sanitary Mission real and personal property, personal services and funds for use in carrying out the cooperative health and sanitation program.

(c) All of the unexpended portion of the funds required to be made available by the Basic Agreement by the parties thereto for the cooperative health and sanitation program shall continue to remain available for such program during the period established by this Extension Agreement. The Funds deposited by the Republic for any particular period or the funds deposited by the Institute for any particular period to the credit of the American Sanitary Mission, the Institute of Inter-American Affairs, as provided in this Extension Agreement, are not to be withdrawn until the corresponding funds,

if any, required to be deposited hereby, for that particular period are deposited by both parties. The Representative of the Government of Haiti and the Chief of Field Party shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the American Sanitary Mission, The Institute of Inter-American Affairs, on June 30, 1948.

CLAUSE IV

The Institute may withhold from the deposit called for by Clause III(a) hereof the estimated amount deemed necessary by the Representative of the Government of Haiti and the Chief of Field Party to pay for the purchase in the United States of materials, supplies and equipment and other disbursements relating to the execution of the cooperative health and sanitation program. Any funds so withheld by the Institute shall be considered as if deposited under the terms of Clause III(a) hereof but if not expended or obligated for such purposes, they shall be deposited to the account of the American Sanitary Mission in the bank referred to in Clause III(a) hereof at any time upon mutual agreement of the Representative of the Government of Haiti and the Chief of Field Party.

CLAUSE V

The salaries, living allowances, travel expenses and any other amounts directly payable to, or on account of, the members of the field party of the Institute, Health and Sanitation Division, in Haiti, shall be paid exclusively from funds of the Institute other than those required by the Basic Agreement and this Extension Agreement to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs.

CLAUSE VI

For the purpose of this Extension Agreement, the Republic grants unto the Institute all of those rights and privileges which are enjoyed by the several official divisions of the Republic. These rights and privileges shall include, for example, postal, telegraph and telephone services, which shall be free whenever possible, and the right to special rates granted to the Departments of the Republic by the domestic companies of maritime, air transportation, telephone and telegraph and similar services. The Institute shall be exempt from payment of custom duties and other imposts on materials imported into Haiti for its official use in carrying out the cooperative health and sanitation program. The employees of the Institute who are citizens of the United States engaged in carrying out the aforesaid cooperative program of health and sanitation shall be exempt from all taxes, sales or Social Security taxes with respect to income on which they are obligated to pay income or Social Security taxes to the Government of the United States of America. Such em-

ployees and the immediate members of their families with them in Haiti shall also be exempt from the payment of custom and import duties on their personal effects, equipment and articles imported into Haiti for their personal use.

CLAUSE VII

All real and personal property acquired with funds required to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, pursuant to the Basic Agreement and this Extension Agreement shall become the property of the Republic whenever agreed upon by the Representative of the Government of Haiti and the Chief of Field Party during the term of this Extension Agreement, but no later than the termination thereof.

CLAUSE VIII

Any right, power or duty conferred by the Basic Agreement and this Extension Agreement upon either the Representative of the Government of Haiti or the Chief of Field Party may be delegated by the recipient thereof to representatives, provided such representatives are considered satisfactory by the other party hereto.

CLAUSE IX

The Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

CLAUSE X

This Extension Agreement shall supplement the provision of the Basic Agreement, the terms and provisions of which, in so far as they are not contrary to or inconsistent with the terms and provisions of this Extension Agreement shall continue in full force and effect during the term covered by this Extension Agreement.

CLAUSE XI

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Secretary of State for Foreign Affairs of the Republic and the Ambassador of the United States of America to Haiti or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative health and sanitation program, as herein provided, have been exchanged prior to the date of execution of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in dupli-

cate, in the English and French languages, at Port-au-Prince, Haiti, this 30th day of September, 1947.

For the Institute of Inter-American Affairs

EDWIN L. DUDLEY

For the Government of Haiti

EDMÉ TH. MANIGAT