

Treaty Series No. 73 (1954)

Exchange of Notes

between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America

regarding Technical Assistance for British Guiana

Washington, June 29/July 12, 1954

Presented by the Secretary of State for Foreign Affairs to Parliament by Command of Her Majesty December 1954

LONDON

HER MAJESTY'S STATIONERY OFFICE

THREEPENCE NET

Cmd. 9342

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING TECHNICAL ASSISTANCE FOR BRITISH GUIANA

Washington, June 29/July 12, 1954

No. 1

Her Majesty's Ambassador at Washington to the United States Secretary of State

British Embassy,

Sir.

Washington, June 29, 1954.

I have the honour to refer to Article II, paragraph I (b), of the Agreement for Technical Co-operation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, signed at London, July 13, 1951,(1) which provides that particular technical co-operation programmes and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached. It is understood that the Foreign Operations Administration of the Government of the United States of America has now assumed the functions and responsibilities of the former Technical Co-operation Administration. With reference to the above, Her Majesty's Government in the United Kingdom and the Government of British Guiana now request the initiation of co-operative technical assistance activities in the fields of agriculture, public works, housing, public health, transportation, training and such other fields as may be mutually agreed upon, and propose the following arrangements regarding terms and conditions for carrying out these technical co-operation activities: -

- The co-operative activities provided for herein shall be conducted pursuant to the Agreement for Technical Co-operation between the two Governments signed at London. July 13, 1951. The Foreign Operations Administration (referred to below as the "Administration") may discharge its obligations hereunder through the Institute of Inter-American Affairs, and may secure the assistance of other public and private agencies in the discharge of these obligations.
- 2. During the term of these arrangements the Administration shall furnish to the Government of British Guiana technical consultation and assistance in the fields of agriculture, public works, public health, transportation, housing, training and such other fields as may be mutually agreed upon. The Administration will make available in British Guiana technicians and specialists for the purpose of furnishing such technical consultation and assistance in such numbers and types as may be mutually determined. These technicians and specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of British Guiana. These technicians and specialists shall be members of the United States Operations Mission in British Guiana (referred to below as the "Operations Mission") and shall be under the direction of the Director of the Operations Mission and shall work in co-operation with the Government of British Guiana.

^{(1) &}quot;Treaty Series No. 73 (1951)," Cmd. 8346.

- 3. The Administration will pay the salaries, allowances and costs of international travel to and from British Guiana of technicians and specialists assigned by the Administration to perform work under this understanding as well as other necessary and related costs of an administrative nature incurred by the Administration. In addition, the Administration will, to the extent it is able to do so, furnish motor-cars in British Guiana for necessary motor travel in connexion with work hereunder by the technicians and specialists assigned by the Administration.
- 4. The Government of British Guiana will pay all other costs involved in carrying out co-operative activities pursuant to these arrangements, including, but not necessarily limited to, the following:—
 - (a) Costs of making available to the technicians and specialists assigned by the Administration suitable office space, office equipment, office furnishings, supplies, stenographic, clerical and other necessary services.
 - (b) Costs of maintenance, fuel and related costs in connexion with the operation of the motor vehicles to be furnished by the Administration under paragraph 3 above and other costs of necessary travel within British Guiana in connexion with work hereunder by technicians and specialists assigned by the Administration.
 - (c) Costs of assigning personnel to collaborate with the technicians and specialists to be assigned by the Administration in carrying out activities hereunder, and costs of furnishing other facilities, materials, equipment, supplies and services which it is mutually agreed are required for the effective carrying out of activities hereunder.
- 5.—(a) Supplies, equipment and materials introduced into British Guiana by the Administration, either directly or through contract with any public or private organisation, for purposes of effectuating these arrangements shall be admitted into British Guiana free of any customs duties and import taxes.
- (b) All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organisation, who are present in British Guiana to perform work for the co-operative programme, and whose entrance into British Guiana has been approved by the Government of British Guiana in accordance with paragraph 2 hereof, shall be exempt from income and social security taxes levied under the laws of British Guiana with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into British Guiana for the personal use of themselves and members of their families.
- 6. The arrangements proposed herein shall remain in force until June 30, 1959, or until 30 days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is understood that the obligation of the two parties hereunder after June 30, 1954, shall be subject to the availability to the two parties of funds appropriated for that purpose.

If the proposals contained in this Note are acceptable to your Government, I propose that this Note and your reply shall constitute an agreement between our two Governments pursuant to Article II, paragraph 1 (b), of the above-mentioned Agreement for Technical Co-operation, which shall be effective on the date of your reply.

I avail, &c.
ROGER MAKINS.

No. 2

The United States Secretary of State to Her Majesty's Ambassador at Washington

Department of State,

Excellency,

Washington, July 12, 1954.

I have the honor to refer to your Note dated June 29, 1954, relating to the initiation of cooperative technical assistance activities in British Guiana.

I am pleased to inform you that the Government of the United States of America agrees to the proposal set forth in the above-mentioned Note.

In accordance with the proposal in your Note, my Government will consider that your Note of June 29, 1954, and this reply shall constitute an agreement between our two Governments pursuant to Article II, paragraph 1 (b) of the Agreement for Technical Co-operation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, signed at London, July 13, 1951, and furthermore will consider the agreement shall enter into force upon the date of this Note.

Accept, &c.

For the Secretary of State: WALWORTH BARBOUR.

PRINTED AND PUBLISHED BY HER MAJESTY'S STATIONERY OFFICE

To be purchased from

York House, Kingsway, LONDON, W.C.2 423 Oxford Street, LONDON, W.1 P.O. Box 569, LONDON, S.E.1

13a Castle Street, EDINBURGH, 2 1 St. Andrew's Crescent, CARDIFF

39 King Street, MANCHESTER, 2 Tower Lane, BRISTOL, 1

2 Edmund Street, BIRMINGHAM, 3 80 Chichester Street, BELFAST

or from any Bookseller

1954

Price 3d. net

PRINTED IN GREAT BRITAIN

18555-126 47210 Wt. 1299/1183 K13 12/54 F.O.P.