

HEALTH AND SANITATION PROGRAM

Exchange of notes at Lima April 16 and 19, 1947, with agreement of March 27, 1947, between the Institute of Inter-American Affairs and the Ministry of Public Health and Social Welfare, supplementing agreement of May 9 and 11, 1942, as supplemented and extended

Entered into force April 19, 1947

Program expired June 30, 1960

61 Stat. 2961 ; Treaties and Other
International Acts Series 1630

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS
AND WORSHIP

No. (D)-6-3/35

LIMA, *April 16, 1947*

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, by Supreme Resolution No. 32 of March 16, last, there was approved the draft of the Supplementary Agreement for the Extension of the Cooperative Public Health Program under the direction of the Ministry of Public Health and Social Welfare and the Institute of Inter-American affairs, the text of which is as follows:

“This Supplementary Agreement concluded between Dr. Alberto Hurtado, Minister of Public Health and Social Welfare, in representation of the Government of Peru (designated hereinafter as the ‘Minister’) and the Institute of Inter-American Affairs, an incorporated agency of the Government of the United States of America (designated hereinafter as the ‘Institute’), represented by Dr. Ernest B. Howard, Special Representative of the Institute of Inter-American Affairs, is concluded for the purpose of introducing certain changes in the Cooperative Health and Sanitation Program which was established by an exchange of notes between His Excellency David Dasso, Minister of Hacienda and Commerce of Peru, and His Excellency Sumner Welles, Under Secretary of State of the United States of America, in May 1942,¹ and subsequent communications exchanged between the Institute and the

¹ EAS 441, *ante*, p. 1154.

Minister during July and October, 1942, and confirmed by Supreme Resolutions No. 1895a of July 14, 1942, and No. 2947a of October 31, 1942 (designated hereinafter as the 'Basic Contract'). The Basic Contract was extended until June 30, 1947, by an exchange of notes, confirmed by Supreme Resolution No. 248 of March 17, 1944 (designated hereinafter as the 'Extension Contract'), dated March, 1944,² between the Minister of Public Health and Social Welfare of Peru and the Executive Vice President of the Institute.

ARTICLE I

"The Contracting Parties jointly propose, agree and declare that the Basic Contract, in its extended form, shall be supplemented, and therefore, by this agreement, it is supplemented and, in addition, amended, in accordance with the articles which are specified below.

ARTICLE II

"A group of officials and technicians known as the 'Mission of the Health and Sanitation Division of the Institute of Inter-American Affairs in Peru' shall continue to represent the Institute in Peru and this group of officials and technicians shall remain under the immediate direction of an official of the Institute known as the 'Chief of the Mission'. The Chief of the Mission shall continue to act as the Director of the Cooperative Inter-American Public Health Service (designated hereinafter as the 'Service') during the period covered by in this Supplementary Agreement.

ARTICLE III

"Paragraph 3 of the Extension Contract shall be amended hereby, it being the desire and intention of the Contracting Parties that the Amazon Program be extended and continued within the administration of the Cooperative Health and Sanitation Program, under the direction of the Service, on and after December 31, 1946, and therefore the Contracting Parties agree that the Amazon Program is extended, and shall continue in operation under the direction of the Service from January 1, 1947 to June 30, 1947, inclusive.

ARTICLE IV

"To the end that they may be applied to the expenses of maintenance and operation of the Amazon Program, during the period covered by this Agreement, the Contracting Parties agree to contribute funds during this period of time, in the following manner:

² TIAS 1578, *ante*, p. 1174.

(a) The Institute shall contribute a sum which shall not exceed twenty thousand dollars (\$20,000) and shall deposit that sum to the account of the Service on January 31, 1947 or before that date.

(b) The Institute may withhold from the deposits mentioned in Article IV (a) the sums which the Minister and the Chief of the Mission consider necessary for the payment of the purchases, made in the United States of America, of materials, supplies and equipment, and other expenses connected with the execution of the Amazon Program. Any of the funds thus withheld by the Institute shall be considered as deposited under the terms of Article IV (a), but if they are not spent or pledged for such purposes, they shall be deposited to the account of the Service for the Amazon Program, at any time, in accordance with the joint agreement of the Minister and the Chief of the Mission.

(c) The Government of Peru shall deposit to the account of the Service the equivalent, in Peruvian currency, of one hundred forty-six thousand five hundred dollars (\$146,500), United States currency, at the exchange rate of 6.50 soles for each United States dollar, in the following manner:

On or before January 31, 1947	\$73, 250
On or before April 30, 1947	\$73, 250
Total	<u>\$146, 500</u>

(d) By a written agreement between the Minister and the Chief of the Mission, the plan of deposits, according to Article IV (a) and (c), may be modified according to the needs of the Amazon Program.

(e) The funds credited to the account of Service, in conformity with Article IV (a) and (c), do not have to be deposited in a special account, but may be deposited in the general account of the Service, and, if the Minister and the Chief of the Mission decide, at any time, that the funds which must be deposited in conformity with the said Article IV (a) and (c) exceed the sum necessary to pay the calculated expenses of the Amazon Program, during the period covered by this Supplementary Agreement, then the surplus sum may be used for any other purpose of the cooperative program, by mutual agreement between the Minister and the Chief of the Mission.

(f) The Service may receive contributions from any source, in addition to those mentioned in Article IV (a) and (c), and the Service may spend such contributions, in the same manner as other funds, for the uses and purposes of the Cooperative Health and Sanitation Program, provided that the receipt of such additional contributions by the Service is in accordance with an advance written mutual agreement between the Minister and Chief of the Mission.

(g) Any of the funds and other property acquired by the Service which are not spent, used and pledged at the expiration of the period covered by this Supplementary Agreement shall remain the property of the Government of Peru and shall continue to be used for the purposes of the cooperative

program in a manner mutually agreed upon, in writing, by the Minister and the Chief of the Mission.

ARTICLE V

“The Basic Contract, in its extended form, is also amended by the inclusion of the following paragraph:

“The members who make up the Health and Sanitation Mission of the Institute shall not be obligated to pay, in Peru, any direct tax, social security or pension, in case they are subject to the payment of the said taxes in the United States of America. The Government of Peru shall permit free entry of, or, in lieu thereof, shall pay the respective duties on material and equipment necessary for the professional use of the personnel of the Mission. Likewise, the Government of Peru shall permit the free entry of, or guarantee the respective duties on, the personal effects of the members of the Mission, in accordance with the restrictive conditions to which the members of the Diplomatic Corps accredited to the Government of Peru are subject; for the purposes of this Agreement, the members of the Mission shall be considered as First Secretaries of the Diplomatic Service as regards exemptions’.

ARTICLE VI

“The Basic Contract and the Extension Contract above-mentioned shall remain in full force and therefore continues the obligation of the Peruvian Government to pay the instalments for January and April, 1947, in the amount of ten thousand seven hundred and twenty-five dollars (\$10,725) each, at the rate of exchange of 6.50 soles per dollar, except as they have been modified by this Supplementary Agreement or by reason of their being contradictory thereto.

ARTICLE VII

“This Supplementary Agreement shall have the effect of a formal Agreement completely obligating the Contracting Parties and shall come into force after January 1, 1947, as soon as Diplomatic Notes have been exchanged, confirming and approving the terms of this Supplementary Agreement between the Minister of Foreign Affairs and Worship of the Government of Peru and the Embassy of the United States of America in Peru.

“In witness whereof, the Contracting Parties had this Supplementary Agreement executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, at Lima, Peru, on March 27, 1947.

Ministry of Public Health
and Social Welfare
ALBERTO HURTADO,
Minister

The Institute of Inter-
American Affairs
ERNEST B. HOWARD,
Special Representative”

If your Excellency finds it acceptable, this Note, together with the reply which it merits, shall be considered as the fulfillment of the specification of Article VII of this Supplementary Agreement, the terms of the Agreement thus being confirmed and approved.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. GARCÍA SAYÁN

His Excellency

PRENTICE COOPER,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America.
City.*

The American Ambassador to the Minister of Foreign Affairs

No. 485

LIMA, April 19, 1947

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. (D) 6-3/35 of April 16, 1947, in which you were good enough to inform me of the promulgation of Supreme Resolution No. 32 of March 16, which approved the execution of a Supplementary Agreement for the extension to June 30, 1947, of the Cooperative Public Health Program under the direction of the Ministry of Public Health and Social Welfare and the Institute of Inter-American Affairs. The text of the Supplementary Agreement which was signed on March 27, 1947, by His Excellency Dr. Alberto Hurtado, Minister of Public Health and Social Welfare, and by Dr. Ernest B. Howard, Special Representative of the Institute of Inter-American Affairs, has been incorporated verbatim in Your Excellency's note under acknowledgment.

Consequently, this note, together with Your Excellency's note referred to, constitute an agreement between the Governments of the United States of America and of the Republic of Perú by which the terms of the Supplementary Agreement are confirmed and approved.

I avail myself of this occasion to extend to Your Excellency the renewed assurances of my highest and most distinguished consideration.

PRENTICE COOPER

His Excellency

DR. ENRIQUE GARCÍA SAYÁN,

*Minister for Foreign Affairs,
Lima.*