



Treaty Series No. 20 (1951)

# Agreement

between the Government of the United Kingdom and  
the Government of the United States of America on

# Technical Assistance for Eritrea

London, 15th June, 1951

*Presented by the Secretary of State for Foreign Affairs to Parliament  
by Command of His Majesty  
July 1951*

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# AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON TECHNICAL ASSISTANCE FOR ERITREA

London, 15th June, 1951

## AGREEMENT ON TECHNICAL ASSISTANCE FOR ERITREA

The Government of the United Kingdom of Great Britain and Northern Ireland, as the Administering Power of Eritrea, and the Government of the United States of America, have agreed as follows:—

### ARTICLE I

#### *Assistance and Organisation*

1. For the benefit of the people of Eritrea, the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, as the Administering Power, undertake to co-operate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Eritrea.

2. To this end there is hereby established the Eritrean-American Technical Assistance Service (hereafter referred to as the Service), an organisation authorised to receive funds, and to enter into agreements with representatives of the Administering Power, for specific programmes and projects contributing to the economic development of Eritrea. The staff of the Service shall consist of an Executive Director assigned by the Government of the United States of America, and such advisers and other personnel as he may require. The Executive Director shall be responsible for the administration of the Service and the effective execution of programmes and projects, and as required to effect the purposes of this agreement shall enter into agreements and disburse funds of the Service, incur obligations of the Service for the purchase, use, inventory, control and disposition of property, appoint and discharge officers and other personnel of the Service and determine the terms and conditions of their employment, and all other administrative matters.

3. The Service shall be aided in its choice of activities by a Consultative Programme Board consisting of one representative of each of the following: the Administering Power and the Government of the United States of America. The Board shall review all project proposals received from the Administering Power and the Service. Its recommendations shall be considered by the Service in establishing the order of priorities of programmes and projects, taking account of the total and balanced needs of Eritrea.

4. Particular technical co-operation programmes and projects may be recommended by the Board and, if approved by the Service, carried out pursuant to the provisions of such separate written agreements as may later be executed to implement them. Programme or project agreements will contain provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, and the fair share which each party hereby agrees to contribute to the cost of each programme or project.

### ARTICLE II

#### *Contributions*

1. The Government of the United States of America will, prior to 1st January, 1952, deposit to the credit of the Service a sum of \$50,000 (fifty

thousand dollars) for expenditure on programmes and projects to be initiated by the Service. The said sum will be deposited in instalments from time to time as required by the Service to carry on programmes and projects pursuant to the terms of the separate written agreements to be hereafter concluded and executed, and such funds shall remain available until expended.

2. In addition, the Government of the United States of America agrees to pay the salaries and other expenses of the Executive Director, advisers and other United States personnel assigned to the Service.

3. Any funds, materials and equipment introduced into Eritrea by the Government of the United States of America pursuant to programme and project agreements shall be exempt from taxes, service charges, investment or deposit requirements and currency controls.

4. When the Service is terminated in accordance with the terms of Article VI hereunder, provision shall be made to complete project commitments, and any remaining assets provided by the United States of America shall be returned to the Government of the United States of America.

ARTICLE III

*Co-operation*

1. The Administering Power, in co-operation with the Service and with representatives of appropriate international organisations, will endeavour to co-ordinate and integrate all technical co-operation programmes being carried on in Eritrea.

2. The Administering Power will co-operate in the mutual exchange of technical knowledge and skills with other countries participating in technical co-operation programmes associated with that carried on under this agreement.

3. The Administering Power will endeavour to make effective use of the results of technical projects carried on in Eritrea in co-operation with the United States of America.

ARTICLE IV

*Information and Publicity*

1. The Administering Power will communicate to the Executive Director of the Service in a form and at intervals to be mutually agreed upon—

- (a) Information concerning projects, programmes, measures and operations carried on under this agreement including a statement of the use of funds, materials, equipment, and services provided thereunder;
- (b) Information regarding technical assistance which has been or is being requested of other countries or of international organisations.

2. Until the date when the Administering Power shall cease to administer Eritrea the Administering Power will make public in Eritrea, and the Government of the United States of America will make public in the United States, official reports on the technical co-operation programmes carried on pursuant to this agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Government of the United States of America and the Administering Power will endeavour to give full and continuing publicity to the objectives and progress of the technical co-operation programme carried on under this agreement.

## ARTICLE V

### *United States Government Personnel*

All employees of the Government of the United States of America assigned to duties in Eritrea in connexion with co-operative technical assistance programmes and projects and accompanying members of their families shall be exempt from all Eritrean income taxes and social security taxes 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, and from property taxes on personal property intended for their own use. Such employees and accompanying members of their families shall receive the same treatment with respect to the payment of customs and import duties on personal effects, equipment and supplies imported into Eritrea for their own use, as is accorded from time to time to diplomatic and consular personnel of the United States of America in Eritrea.

## ARTICLE VI

### *Entry into Force, Duration*

1. This Agreement shall enter into force upon the day it is signed. The Agreement may be terminated at any time by either party giving to the other not less than three months' notice in writing.

2. Subsidiary projects and other agreements and arrangements which may be concluded may remain in force after the termination of this Agreement in accordance with such arrangements as the parties hereto may make.

In witness whereof the Undersigned, duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at London this 15th day of June, 1951.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

HERBERT MORRISON.

For the Government of the United States of America:

WALTER S. GIFFORD.

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