

No. 3351

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Exchange of notes constituting an agreement relating to a
technical co-operation program of housing. Bogotá,
24 and 30 June 1954**

Official texts: English and Spanish.

Registered by the United States of America on 3 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

**Échange de notes constituant un accord relatif à un pro-
gramme de coopération technique dans le domaine
du logement. Bogota, 24 et 30 juin 1954**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 3 mai 1956.

No. 3351. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO A TECHNICAL CO-OPERATION PROGRAM OF HOUSING. BOGOTÁ, 24 AND 30 JUNE 1954

I

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 333

June 24, 1954

Excellency :

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of Colombia and the Government of the United States of America effected by an exchange of notes signed at Bogotá, Colombia on March 9, 1951,² and to the request of your Government for the initiation of a technical cooperation project with the Instituto de Crédito Territorial (hereinafter referred to as Inscredial) in the field of Housing to be carried out through a contract with the Small Homes Council of the University of Illinois.

I am pleased to inform Your Excellency that my Government is prepared to cooperate in initiating and carrying out the proposed project. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the project :

1. The project will be carried out in accordance with the above mentioned General Agreement for Technical Cooperation. The objectives, scope and duration of the project will be as follows :

a) The Institute of Inter-American Affairs of the Foreign Operations Administration (hereinafter referred to as IIAA/FOA) will furnish a group of technicians and specialists to collaborate with the Inscredial in carrying out a cooperative program of Housing in Colombia.

b) This cooperative program will include, to the extent that the parties from time to time agree thereon, operations of the following types :

- (1) Technical assistance in a program of housing in Colombia in the fields of planning, designing, constructing, maintaining and operating projects ;
- (2) Related training activities, both within and outside of Colombia.

c) The program will be effective as of the date of signature of this agreement through June 30, 1955, unless modified, extended or terminated by mutual agreement.

¹ Came into force on 30 June 1954 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 141, p. 15, and Vol. 179, p. 235.

2. For purposes of carrying out this cooperative project, it is proposed that the IIAA/FOA enter into a contract in an amount not to exceed \$125,000.00 (One hundred and twenty-five thousand dollars) with the Small Homes Council of the University of Illinois for the provision of the requested technical assistance. Your Government will make available or arrange to have made available through Inscredial funds for use in meeting other costs of the project which were agreed upon by representatives of Inscredial and IIAA/FOA Mission to Colombia on December 14, 1953. The costs may include, but are not limited to, the following :

a) Costs of furnishing technicians and other personnel to collaborate with technicians and specialists to be assigned by IIAA/FOA.

b) Costs of furnishing office space, office equipment and furnishings, materials, equipment, supplies and services as required for the successful carrying out of the cooperative program.

c) The Inscredial will reimburse the IIAA/FOA for the costs incurred by the IIAA/FOA in paying quarters allowances and cost of living differentials, in accordance with the regular IIAA/FOA policies and standards, to the technicians and specialists assigned on a temporary basis to collaborate in carrying out this program. Payment shall be made by check in Colombian pesos, drawn to the order of the Institute of Inter-American Affairs, on the basis of requests for reimbursement to be submitted by the IIAA/FOA to the Inscredial not more often than once a month.

d) The Inscredial, except as may be otherwise provided by subsequent project agreements, will pay the cost of travel within Colombia for members of the Technical Mission assigned to work with technicians of the Inscredial on projects away from their regular duty headquarters.

e) The Inscredial, except as may be otherwise provided by subsequent project agreements, will reimburse the IIAA/FOA at the regularly established United States Government rate, for the per diem allowances which the IIAA/FOA pays to members of the Technical Mission assigned to work with technicians of the Inscredial away from their regular headquarters. Payments shall be made by check in Colombian pesos drawn to the order of the Institute of Inter-American Affairs, on the basis of requests for reimbursement to be submitted by the IIAA/FOA not more often than once a month.

The selection of the Small Homes Council of the University of Illinois as a possible contractor was approved by the Directive Council of Inscredial June 14, 1954. The contract will contain a specific program of work to be undertaken in order to achieve the objectives of the project as set forth in paragraph 1 above. The operations of the Small Homes Council of the University of Illinois in connection with this project, constituting a part of the technical cooperation program of the Government of the United States of America in Colombia, shall be under the general direction of the Director of the United States of American Operations Mission in Colombia as may be specified in the contract.

3. a) The Government of Colombia shall make such arrangements as may be necessary so that the Government of the United States of America shall incur no expense for customs duties or import taxes on supplies, equipment and materials introduced into Colombia for purposes of this project by the Government of the United States of America or any public or private organization under contract.

b) The Government of Colombia shall make such arrangements as may be necessary so that, in connection with activities under this agreement, the Government of the United States of America, and personnel of the United States who are assigned in Colombia for purposes of this agreement, whether employed by the Government of the United States or working under contract, shall incur no expenses for income or social security taxes levied under the laws of Colombia 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, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

4. This agreement shall remain in force through June 30, 1955 or until ninety days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is specifically understood that the additional obligations of the two Governments hereunder after June 30, 1954 be subject to the availability of appropriated funds of our respective Governments for that purpose. It is further understood that the obligations specified herein shall be effective only if the contract with the Small Homes Council of the University of Illinois is entered into within six months from the date this agreement is concluded.

The Government of the United States of America will consider this note and your reply concurring therein as constituting an agreement between your Government and the Government of the United States of America on the terms and conditions enumerated above which shall enter into force on the date of your note in reply.

I avail myself of this opportunity to convey to Your Excellency the renewed assurance of my highest and most distinguished consideration.

Rudolf E. SCHOENFELD

His Excellency Señor Doctor Don Evaristo Sourdis
Minister of Foreign Affairs
Bogotá

II

The Colombian Secretary General to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES

No. E/F.986

Bogotá, Junio 30 de 1954

Señor Embajador :

Me complace vivamente dar respuesta a la atenta comunicación de Vuestra Excelencia distinguida con el número 333 de fecha 24 de este mes, cuyo contenido expresa a la letra lo que sigue :

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS

No. E/F.986

Bogotá, June 30, 1954

Mr. Ambassador :

It gives me great pleasure to reply to Your Excellency's courteous communication No. 333, dated the 24th of this month, the contents of which are, word for word, as follows :

[See note I]

In this connection, I have the honor to inform Your Excellency that my Government is pleased to accept the proposals contained in Your Excellency's note transcribed above and, to that end, Your Excellency's said note and this reply will be considered as an agreement between the Government of the United States of America and that of Colombia, according to the terms agreed upon previously, for providing technical assistance and cooperation to the Instituto de Crédito Territorial in the field of housing, which agreement will enter into force with respect to the parties from the date of the present communication.

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

Joaquin PIÑEROS CORPAS
Secretary General
[SEAL]

His Excellency Rudolf E. Schoenfeld
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

¹ Translation by the Government of the United States of America.
² Traduction du Gouvernement des États-Unis d'Amérique.