

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa May 5 and 8, 1942; contract between Institute of Inter-American Affairs and Honduran Director of Public Health signed at Tegucigalpa July 8, 1942*

*Entered into force May 8, 1942*

*Supplemented and extended by agreements of April 18 and 19, 1944;<sup>1</sup> May 13, 1947;<sup>2</sup> June 29 and July 6, 1948;<sup>3</sup> July 21 and 26 and August 18 and 24, 1949;<sup>4</sup> September 21 and 28, 1950;<sup>5</sup> and April 27, 1955<sup>6</sup>*

*Replaced by agreement of September 21 and 28, 1950<sup>5</sup>*

*Expired June 30, 1960*

61 Stat. 2331; Treaties and Other  
International Acts Series 1557

### EXCHANGE OF NOTES

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

TEGUCIGALPA, D.C., HONDURAS, *May 5, 1942*

No. 644

#### EXCELLENCY:

I have the honor to inform you that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro,<sup>7</sup> relating to health and sanitary conditions, the Government of the United States is prepared to contribute a sum in the amount of \$500,000 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation.

My Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal, and the control of endemic or epidemic diseases have been among the chief objectives of the Honduran Government in health and sanitation matters. My Government considers that the further development of projects of this character will contribute to the realization of the general objectives set forth

<sup>1</sup> TIAS 1557, *post*, p. 954.

<sup>2</sup> TIAS 1646, *post*, p. 966.

<sup>3</sup> TIAS 1980, *post*, p. 972.

<sup>4</sup> TIAS 1986, *post*, p. 977.

<sup>5</sup> 2 UST 1886; TIAS 2323.

<sup>6</sup> 6 UST 2909; TIAS 3335.

<sup>7</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

in the above-mentioned resolution to which our respective Governments are committed.

In this connection, the Government of the United States acting through the agency of the Office of the Coordinator of Inter-American Affairs will send, if it is agreeable to you, a small group of experts to Honduras in order to develop a specific program in agreement with your Government, acting through officials designated by it. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials. The salaries and expenses of the group of experts will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments or their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Honduran official designated for the areas where projects will be executed.

These projects upon completion will of course become the sole property of Honduras. The United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Honduran Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

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

JOHN D. ERWIN

His Excellency

Dr. SALVADOR AGUIRRE,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

---

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., *May 8, 1942*

OE. No. 2657

MR. MINISTER:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 644, dated the 5th instant, by which you are good enough to inform me that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, Brazil, in connection with health and sanitation conditions, the Government of the

United States is prepared to contribute the sum of \$500,000.00 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation; that your Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal and the control of endemic and epidemic diseases have been the chief objectives of the Government of Honduras in health and sanitation matters and that it considers that the further development of projects of this character will contribute to the realization of the general objectives set forth in the above-mentioned Resolution to which our respective Governments are committed.

Your Excellency adds that your Government, acting through the Office of the Coordinator of Inter-American Affairs, will send, if it is agreeable to this Office, a small group of experts to Honduras in order to develop a specific program in agreement with my Government, acting through officials designated by it; this group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials.

In reply, I am happy to inform Your Excellency that my Government accepts with the greatest pleasure the offer of the American Government on the terms which Your Excellency is good enough to set forth in your above-mentioned note and awaits the arrival in the country of the group of experts offered which will take charge of developing a specific program in connection with the health and sanitation conditions of the country, in order to proceed to designate the Honduran officials who will cooperate in the said work.

Expressing to the American Government, through Your Excellency's high intermediary, my sincerest thanks for its spontaneous offer in behalf of the sanitation of Honduras, I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

SALVADOR AGUIRRE

His Excellency JOHN D. ERWIN,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
American Legation.*

CONTRACT SIGNED BY THE HONDURAN DIRECTOR OF PUBLIC HEALTH AND  
A REPRESENTATIVE OF THE INSTITUTE OF INTER-AMERICAN AFFAIRS

PEDRO H. ORDOÑEZ DIAZ, in his capacity of Director General of Public Health of the Republic of Honduras and I. FRANK TULLIS, in his capacity as representative of the Institute of Inter-American Affairs of the United States Government, duly authorized, have agreed to enter into the following:

## CONTRACT:

## I

The Institute of Inter-American Affairs of the city of Washington, D.C., United States of America, shall provide gratuitously to the Government of Honduras a service under the denomination of "Servicio Cooperativo Interamericano de Salud Pública" (Interamerican Cooperative Service of Public Health) that, hereinafter, in the text of this contract shall be called "SCISP" which will function as an integral part of the Direction General of Public Health and shall have for its essential objective the development of the activities of Public Health and the construction of sanitary works.

## II

The Government of Honduras accepts the organization of this service in the form indicated hereinabove in the preceding article and obliges itself to make all necessary facilities to carry out said activities.

## III

The "SCISP" shall name, with the consent of the Government of Honduras, a Physician, member of the personnel of the Institute of Interamerican Affairs as Chief of the Organization. There will be also an Official Sanitary Physician and a Civil or Sanitary Engineer, Hondurans, appointed by the President of the Republic as Assistants to the Chief of the Service.

## IV

The salary and expenses, including traveling expenses of the personnel of the Institute of Interamerican Affairs employed in Honduras shall be paid by the Institute and not from the funds assigned to the "SCISP".

## V

All the employees of the "SCISP" shall be appointed, contracted for and removed by the Chief of the Service in agreement with the Direction General of Public Health.

## VI

The "SCISP" shall be maintained, partly, with the funds furnished by the Institute of Interamerican Affairs in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), to be spent totally or partly, during a period of, approximately, two years, starting from July 1st 1942; and, partly, with funds, personnel and material which the Government of Honduras may furnish.

## VII

The funds of the "SCISP" shall be employed exclusively in sanitary works, approved by the Director General of Public Health and the Chief of the "SCISP"; however, any other special activity shall be the subject of a new contract between the Director General of Public Health and the Institute of Interamerican Affairs. Any sanitary work already initiated by the Government of Honduras may be accepted to be finished by the contracting parties.

## VIII

The "SCISP" shall include in its plan of activities and works the following: improvement of the water supply and sewerage service; control of transmissible diseases such as tuberculosis, intestinal parasitism, syphilis, etc.; installation and improvement of Sanitary Units in the Republic and Sanitary Sections; training of the personnel for Public Health service and extension of the program of control of the malaria and public health measures in general. In addition, other projects may be added to those above stated with the approval of the Direction General of Public Health and the Chief of the "SCISP".

## IX

All projects executed under this contract shall be the exclusive property of the Government and people of Honduras.

## X

All materials imported for the work and activities of the service shall be introduced into the country free of custom duties and of any other tax or official charge. As far as possible, in the execution of these works the Institute shall use only materials and implements produced in the country.

IN WITNESS WHEREOF the parties sign in duplicate the present contract, in English and Spanish, in the city of Tegucigalpa, D.C., Republic of Honduras, this eighth day of July of the year one thousand nine hundred and forty two.

P. H. ORDÓÑEZ DIAZ  
I. FRANK TULLIS, JR.