

**AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND
THE INTERNATIONAL COMMITTEE OF THE MASS EDUCATION
MOVEMENT, INC**

Note: Entered into force retroactively as of November 15, 1952.

Reference: This Agreement is also published in II DFA TS No. 3, p. 84.

The Government of the Republic of the Philippines, hereinafter referred to as the GOVERNMENT, represented by Mrs. Asuncion Perez, Administrator of the Social Welfare Administration, a government entity, hereinafter referred to as SWA, with its principal office and place of business at Manila, and duly designated and authorized by the President of the Philippines, and the International Committee for the Mass Education Movement, Inc., the principal office and place of business of which is in New York, N.Y. hereinafter referred to as ICMEN, represented by its president, Dr. Y. C. James Yen, have agreed as follows:

1. Purpose.— The primary purpose of this agreement is to facilitate voluntary gifts of equipment, supplies and cash by individuals and organizations outside of the Philippines to individuals and lawfully existing organizations in the Philippines, designated by or on behalf of the donors. Gifts other than cash may be included under this agreement by mutual consent of the parties, but except to the extent that the parties shall so consent, the term "gifts" shall refer only to such equipment and supplies that will be needed for the implementation of the program of the Philippine Rural Reconstruction Movement,

2. ICMEN'S obligations. — ICMEN will:

a. Issue, against payments made by individuals and organizations outside of the Philippines, gift remittances representing commodities to be delivered to individuals or organizations in the Philippines designated by or on behalf of the donors.

b. Forward such gift remittances for delivery to beneficiaries in the Philippines, in whose favor such remittances are drawn.

c. Procure gifts from sources outside the Philippines, principally in the the United States, and send them to the Philippines, for delivery to beneficiaries in the Philippines, in accordance with remittances drawn in their favor.

d. Ultimately appropriate for relief, rehabilitation, reconstruction or other charitable purposes for the benefit of the Philippines, a share of the balance of funds remaining with ICMEN after deductions of its costs and liabilities whenever incurred, the share for the benefit of the Philippines to be determined by ICMEN on the basis of that proportion of the balance from its remittance deliveries which have accrued from deliveries in the Philippines.

e. ICMEN will pay SWA for services rendered under this contract a fee which will be fixed by an exchange of letters, and may be revised from time to time by mutual agreement, on the basis of the quantity of the various kinds of commodities handled by SWA and of the cost necessary to perform this contract.

f. Where the performance of any remittance so authorized, ICMEN will be free to specify the particular recipients to whom the package are to be delivered. A remittance drawn in blank or in favor of any general relief 01 in favor of a group will be regarded as authorizing ICMEN to specify the particular recipient. ICMEN will, however, welcome the recommendations of SWA as to the recipient to be specified by ICMEN in such cases.

3. Use of the services of SWA. — The Government, recognizing the beneficial character of ICMEN's operations, authorizes ICMEN to contract for, or to employ, the services of SWA, as the operating agency for the ICMEN program.

Title to commodities delivered to SWA shall remain with ICMEN until said commodities are delivered to the beneficiaries or to the authorized representative of said beneficiaries.

4. The Government will:

a. Admit free of all duties, gifts or donations furnished by ICMEN under this agreement, supplies and equipment furnished by ICMEN to SWA for the purpose of carrying out the PRRM operations contemplated in this agreement, as well as the supplies and equipment imported by ICMEN for its own use in connection with the operation of this program.

b. Levy no duties, tolls, or taxes:

(1) On gifts of equipment and supplies admitted under paragraph 4 (a) either in the hands of ICMEN, SWA or the recipients thereof.

(2) And, to the extent that it is in conflict with Philippine legislation, and in conformity with treaties, and agreements between the Government of the United States and the Government of the Republic of the Philippines, on ICMEN, its assets, property, income, operations or transactions, or the salaries or other remunerations for personal services paid by ICMEN to its personnel of non-Philippine nationality and non-resident in the Philippines.

c. Treat all such gifts as supplementary and outside all ration regulations.

d. Undertake that no gift or donations furnished by ICMEN shall be subject to requisitioning, or official diversion to use other than that intended by the donors, before or after delivery to the beneficiaries in the Philippines.

e. Accord to the unloading, warehousing, handling and transportation of gift supplies and equipment furnished by ICMEN under this agreement, the same priority as is accorded to other imported relief or rehabilitation supplies, and provide all possible unloading, handling, warehousing, and transportation services at Government rates and all possible assistance in