

NEW ZEALAND
and
UNITED STATES OF AMERICA

Agreement for the use of funds made available in accordance with the Agreement, signed at Washington on 10 July 1946, between the Government of New Zealand and the Government of the United States of America on settlement for lend-lease and reciprocal aid, surplus war property, and claims. Signed at Wellington, on 14 September 1948

English official text communicated by the Acting Secretary-General of the New Zealand permanent delegation to the United Nations. The registration took place on 18 October 1948.

NOUVELLE-ZELANDE
et
ETATS-UNIS D'AMERIQUE

Accord relatif à l'utilisation des fonds rendus disponibles en exécution des dispositions de l'accord, signé à Washington le 10 juillet 1946, entre le Gouvernement de la Nouvelle-Zélande et le Gouvernement des Etats-Unis d'Amérique portant règlement en matière de prêt-bail, d'aide réciproque, de biens militaires en surplus et de créances. Signé à Wellington, le 14 septembre 1948

Texte officiel anglais communiqué par le secrétaire général par intérim de la délégation permanente de la Nouvelle-Zélande auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 18 octobre 1948.

No. 295. AGREEMENT¹ BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH THE AGREEMENT, SIGNED AT WASHINGTON ON 10 JULY 1946,² BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON SETTLEMENT FOR LEND-LEASE AND RECIPROCAL AID, SURPLUS WAR PROPERTY, AND CLAIMS. SIGNED AT WELLINGTON, ON 14 SEPTEMBER 1948

The Government of New Zealand and the Government of the United States of America;

Desiring to promote further mutual understanding between the peoples of New Zealand and the United States of America by a wider exchange of knowledge and professional talents through educational contacts;

Considering that section 32 (b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress, provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that under the provisions of Section II of the Agreement between the Government of the United States of America and the Government of New Zealand on Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims, signed at Washington on July 10, 1946 (hereinafter designated "the Settlement Agreement") it is provided that the Government of New Zealand, in consideration of the value of surplus non-combat lend-lease aircraft and related spares diverted to civilian use, and of other surplus property covered by the contract between the Government of the United States and the Government of New Zealand dated December 18, 1945, as amended in the Settlement Agreement, and in order to further educational and cultural relation-

¹ Came into force on 14 September 1948, as from the date of signature, in accordance with article 16.

² United Nations, *Treaty Series*, Volume 6, page 341.

ships between the two countries by means of scholarships or otherwise in a manner mutually agreeable, will pay to the Government of the United States the value of such aircraft and related spares and surplus property as provided in paragraphs 8 and 9 of the Settlement Agreement, by any of the following methods (*inter alia*) or any combination thereof designated by the Government of the United States, employing in every case the rate of 3.2442 United States dollars to one New Zealand pound:

(a) by delivery of title to the Government of the United States by the Government of New Zealand of such real property and improvements to real property in New Zealand as may be selected and determined by agreement between the two Governments, aggregating in value not more than \$1,200,000;

(b) by establishment of a fund in New Zealand pounds, equivalent to not more than the remaining amount due to the Government of the United States under the Settlement Agreement, for expenditure in accordance with agreement to be reached between the two Governments for carrying out educational and cultural programmes of benefit to the two countries;

Have agreed as follows:

Article 1

There shall be established a foundation to be known as the United States Educational Foundation in New Zealand (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of New Zealand as an organization created and established to facilitate the administration of the educational programme to be financed by funds made available by the Government of New Zealand under the terms of this agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and of New Zealand as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement.

All of the funds made available by the Government of New Zealand, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of New Zealand for the purpose, as set forth in section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in New Zealand or of the nationals of New Zealand in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities;

or

(2) furnishing transportation for nationals of New Zealand who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

Article 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.