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**ANTHROPOLOGICAL RESEARCH  
AND INVESTIGATION**

Cooperative Program in Peru

Agreement between the  
UNITED STATES OF AMERICA  
and PERU

Superseding Agreement of March 9 and  
August 4, 1944

- Effected by Exchange of Notes  
Signed at Lima March 17 and 25, 1949
- Entered into force March 25, 1949, operative  
retroactively from July 1, 1948



ANTHROPOLOGICAL RESEARCH  
AND INVESTIGATION

DEPARTMENT OF STATE

PUBLICATION 3627

[Literal print]

UNITED STATES OF AMERICA

Agreement of March 9 and  
April 4, 1911

Printed at Lima, Peru, and 25, 1919

Transmitted into force March 23, 1919, operative  
retroactively from July 1, 1918

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*The American Ambassador to the Peruvian Minister of Foreign Affairs*

AMERICAN EMBASSY,  
*Lima, March 17, 1949*

No. 233

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and Perú regarding anthropological research and investigation which was effected by exchange of notes signed at Lima on March 9 and August 4, 1944 [1] and under the provisions of which work was begun in Perú in 1944. I refer also to the request of the Ministry of Education of the Government of Perú that the Government of the United States of America continue to make available the services of one or more social anthropologists to assist in furthering the development of social sciences in Perú.

Pursuant to that request, I have the honor to state, at the instance of my Government, that the Institute of Social Anthropology of the Smithsonian Institution is prepared to cooperate with the appropriate Peruvian authorities in the continued conduct of anthropological research and investigation in Perú in accordance with the following principles and procedures:

1. General Provisions. The Government of the United States of America, desiring to cooperate with the Government of Perú in this undertaking, agrees, subject to its own personnel requirements, to make available to the Government of Perú the services of one or more social anthropologists of the Institute of Social Anthropology of the Smithsonian Institution. American personnel detailed under the provisions of this agreement will be stationed in Lima to cooperate with the personnel of the Instituto de Estudios Etnológicos of the Museo de la Cultura Peruana, a dependency of the Ministry of Education.

It shall be the general objective of the program -

(a) To provide university and field training for students in social anthropology in particular, and in the social sciences in general, which will serve to equip the trainees for teaching, research, and administrative positions in Perú when a need therefor has been expressed by the appropriate Peruvian authorities.

(b) To assist in coordinating the efforts of collaborating scientists

<sup>1</sup> Executive Agreement Series 438; 58 Stat. 1518.

of the United States of America and Perú in conducting long-range social science studies in selected areas to be chosen by joint agreement of all cooperating parties. It is understood that cooperation in field work on the part of collaborating scientists and institutions not covered by this Agreement will be solicited as the necessity for specialized research is indicated.

(c) To further additionally the development of anthropological and other social sciences in Perú when the occasion arises, and in the manner best suited to the situation.

(d) To publish research findings under such auspices and in such forms and languages as in the opinion of the cooperating parties will render them most useful.

2. Specific Undertakings on the Part of the Government of the United States of America. Subject to the availability of appropriated funds the Government of the United States of America, through the Smithsonian Institution, agrees -

(a) To continue to detail one social anthropologist to the Ministry of Education of the Government of Perú, with the understanding that he will be stationed in Lima, to cooperate with the personnel of the Instituto de Estudios Etnológicos of the Museo de la Cultura Peruana;

(b) To pay the salary, living allowances, international travel, travel within Perú, and field expenses of the social anthropologist referred to in paragraph (a) above.

(c) To publish such portion of the results of the cooperative field work undertaken in accordance with the present agreement as may be to the mutual satisfaction of all cooperating parties;

(d) To give fullest consideration to any request of the Government of Perú for the detail under the present agreement of additional social scientists, should the need for their services become apparent, the financial arrangements for any such detail to be set forth in a subsequent exchange of notes between the two Governments; and

(e) To provide the Government of Perú, through the American Embassy in Lima, with biographical and professional data concerning each social scientist proposed for the detail. The assignment of each social scientist shall be effected on the basis of his acceptability to the Government of Perú.

3. Specific Undertakings on the Part of the Government of Perú. Subject to the availability of appropriated funds the Government of Perú, through the Ministry of Education, agrees -

(a) To provide in Lima at the Instituto de Estudios Etnológicos the necessary headquarters for training and research, including ade-

quate office space, laboratories, books, classrooms, and other teaching facilities;

(b) To pay all the research expenses of Peruvian students and professors during that part of each year which, by mutual agreement, shall be devoted to field studies;

(c) To publish such portion of the results of the cooperative field work undertaken in accordance with the present agreement as may be to the mutual satisfaction of all cooperating parties;

(d) To grant free entry for the necessary professional material and equipment for the use of the scientists of the Smithsonian Institution;

(e) To grant free entry, in accordance with the limitations set for First Secretaries in the Diplomatic Corps accredited to the Government of Perú, for personal effects of the members of the Smithsonian Institution assigned to carry on ethnological studies in Perú, any customs duties in excess of those limitations to be paid by the respective members;

(f) To grant exemption from all Peruvian taxes on salaries or personal property of the American scientists detailed under the present agreement.

4. Revisions. The present agreement may be revised, amended, or changed in whole or in part with the approval of both Governments, as indicated and effected by an exchange of notes between the two Governments.

5. Term. The present agreement shall remain in effect until June 30, 1953 and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing ninety days in advance. If the congress of either country should fail to make available the funds necessary for the execution of the present agreement, either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance.

The present Agreement, upon its entry into force, shall supersede the agreement between the United States of America and Perú regarding anthropological research and investigation which was effected by exchange of notes signed in Lima on March 9 and August 4, 1944.

Upon the receipt of a note from Your Excellency indicating that the foregoing principles and procedures are acceptable to the Government of Perú, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, which shall be considered in force from July 1, 1948.

Accept, Excellency, the renewed assurances of my highest consideration.

HAROLD H. TITTMANN  
*Ambassador*

His Excellency

Contralmirante FEDERICO DÍAZ DULANTO,  
*Minister of Foreign Affairs*  
*Lima.*

*The Peruvian Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

N° 6-3/49

LIMA, 25 de marzo de 1949

SEÑOR EMBAJADOR:

Tengo a honra referirme al Convenio entre los Estados Unidos de América y el Perú sobre estudios e investigaciones Antropológicas, que se realizó por cambio de notas firmadas en Lima el 9 de marzo y el 4 de agosto de 1944 y a la nota de Vuestra Excelencia N° 233, de 17 de marzo último, que se refiere a la prórroga del Convenio en mención.

En respuesta, me es grato expresarle que mi Gobierno acepta gustoso, de conformidad con los principios y procedimientos que a continuación se anotan, la propuesta que Vuestra Excelencia formula en su última nota.

1. - Disposiciones Generales. El Gobierno de los Estados Unidos de América, deseando cooperar con el Gobierno del Perú en esta empresa, accede, sejeta a las necesidades de su propio personal, a proporcionar al Gobierno del Perú los servicios de uno o más antropólogos sociales de la Institución Smithoniana. El personal Americano detallado en estas disposiciones de este acuerdo estará destacado en Lima para cooperar con el personal del Instituto de Estudios Etnológicos del Museo de la Cultura Peruana, una dependencia del Ministerio de Educación Pública.

El objetivo general del programa será:

a) Proveer a los estudiantes de un campo de entrenamiento universitario y práctico de antropología social en particular, y en ciencias sociales en general, que les sirva para capacitar a los entrenados para la enseñanza, investigación, y para ocupar posiciones administrativas en el Perú cuando ello sea necesario y así sea manifestado por las autoridades peruanas competentes.

b) Para colaborar en la coordinación de los esfuerzos de los científicos de los Estados Unidos de América y del Perú que llevan a cabo estudios sociales avanzados en las áreas seleccionadas previamente mediante un acuerdo conjunto de las partes cooperantes. Queda

entendido que la cooperación para trabajos de parte de los científicos e instituciones que colaboran y que no están comprendidas en este Acuerdo, será solicitada cuando se indique la necesidad de estas investigaciones especializadas.

c) Ampliar además el desarrollo de las ciencias antropológicas y sociales en el Perú, cuando la ocasión se presente, y en la forma más conveniente a la situación.

d) Publicar los resultados obtenidos en las investigaciones y en la forma e idioma que en opinión de las partes cooperantes sea más provechosa.

2. - Trabajos específicos por parte del Gobierno de los Estados Unidos de América. Con sujeción a la disponibilidad de los fondos apropiados, el Gobierno de los Estados Unidos de América, a través del Instituto Smithoniano, conviene:

a) Seguir destacando un Antropólogo Social al Ministerio de Educación Pública del Gobierno del Perú, bajo la condición de que trabajará en Lima a fin de cooperar con el personal del Instituto de Estudios Etnológicos del Museo de la Cultura Peruana;

b) Pagar el sueldo, asignación para gastos, viajes internacionales, viajes dentro del Perú, y gastos en los trabajos prácticos efectuados en el campo para el antropólogo social, al cual se hace referencia en el párrafo (a) arriba mencionado.

c) Publicar aquella parte de los resultados de los trabajos prácticos llevados a cabo en cooperación, de conformidad con el presente Convenio, y con la mutua satisfacción de las partes cooperantes.

d) Dar plena atención a cualquiera solicitud del Gobierno del Perú, en el sentido de destacar científicos sociales adicionales, de acuerdo con el presente convenio, en el caso de que la necesidad de dichos servicios fuere manifiesta, los arreglos financieros para dicho destaque, serán convenidos en un intercambio posterior de notas entre los dos Gobiernos; y

e) Proporcionar al Gobierno del Perú, a través de la Embajada Americana en Lima, los datos biográficos y profesionales relativos a cada uno de los científicos sociales que hayan sido propuestos para ser destacados. La asignación de cada uno de los científicos sociales será hecho sobre la base de su aceptabilidad por el Gobierno del Perú.

3. - Trabajos específicos por parte del Gobierno del Perú. Con sujeción a la disponibilidad de fondos apropiados, el Gobierno del Perú, a través del Ministerio de Educación Pública, Conviene:

a) Proporcionar en Lima en el Instituto de Estudios Etnológicos, las oficinas necesarias para entrenamiento e investigación, incluyendo espacio adecuado para oficinas, laboratorios, libros, aulas y otras facilidades de enseñanza.

b) Pagar todos los gastos de investigación de los estudiantes y profesores peruanos durante la parte del año que, por mutuo acuerdo, se dedique a los estudios prácticos.

c) Publicar aquella parte de los resultados obtenidos del trabajo cooperativo emprendido de acuerdo con el presente acuerdo que sea de mutuo agrado de las partes cooperantes;

d) Conceder entrada libre de derechos al material profesional necesario y equipo para el uso de los científicos de la Institución Smithsonian;

e) Conceder entrada libre de derechos, de acuerdo con las limitaciones impuestas a los Primeros Secretarios del Cuerpo Diplomático acreditados ante el Gobierno del Perú, para los efectos personales de los miembros de la Institución Smithsonian designados para llevar a cabo estudios etnológicos en el Perú, cualquier derecho aduanero que exceda a esas limitaciones deberá ser pagado por dichos miembros;

f) Exonerar los impuestos peruanos a los salarios o propiedades personales, detallados en el presente acuerdo, de los hombres de ciencia Americanos:

4.- Revisiones. - El presente acuerdo puede ser revisado, enmendado, o cambiado en todo o en parte con la aprobación de ambos Gobiernos com se indicó y efectuada por un intercambio de notas entre los dos Gobiernos.


5.- Plazo de duración. - El presente acuerdo continuará en vigencia hasta el 30 de junio de 1953 y podrá continuar en vigor por períodos adicionales por un acuerdo escrito con ese fin por los Gobiernos, pero cualquiera de los dos Gobiernos puede cancelar el presente acuerdo dando un aviso por escrito con noventa días de anticipación. Si el Congreso de cualquiera de los dos países no concediera los fondos necesarios para la ejecución del presente acuerdo, cualquiera de los dos Gobiernos puede dar por terminado el presente acuerdo dándole al otro Gobierno un aviso por escrito con sesenta días de anticipación.

El presente Acuerdo, cuando entre en vigor derogará el acuerdo entre los Estados Unidos de América y el Perú concerniente a los estudios e investigaciones antropológicas que se celebró mediante un intercambio de notas firmadas en Lima el 9 de marzo y 4 de agosto de 1944.

Aprovecho de la presente oportunidad para reiterarle, señor Embajador, los sentimientos de mi más alta y distinguida consideración.

FDCO. DIAZ DULANTO  
Federico Diaz Dulanto

Al Excelentísimo señor HAROLD TITTMAN JR.  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*  
*Ciudad.*





*Translation*MINISTRY OF FOREIGN AFFAIRS  
AND WORSHIP

No. 6-3/49

LIMA, March 25, 1949

MR. AMBASSADOR:

I have the honor to refer to the agreement between the United States of America and Peru regarding anthropological research and investigation which was effected by exchange of notes signed at Lima on March 9 and August 4, 1944, and to Your Excellency's note No. 233 of March 17 last, which refers to the extension of the aforesaid agreement.

In reply I am pleased to inform you that my Government accepts with pleasure the proposal made by Your Excellency in his latest note, in accordance with the following principles and procedures:

1. General Provisions. The Government of the United States of America, desiring to cooperate with the Government of Peru in this undertaking, agrees, subject to its own personnel requirements, to make available to the Government of Peru the services of one or more social anthropologists of the Smithsonian Institution. American personnel detailed under the provisions of this agreement will be stationed in Lima to cooperate with the personnel of the Instituto de Estudios Etnológicos of the Museo de la Cultura Peruana, a dependency of the Ministry of Public Education.

The general objective of the program shall be:

(a) To provide university and field training for students in social anthropology in particular, and in the social sciences in general, which will serve to equip the trainees for teaching, research, and administrative positions in Peru when a need therefor has been expressed by the appropriate Peruvian authorities.

(b) To assist in coordinating the efforts of scientists of the United States of America and Peru in conducting long-range social studies in selected areas to be chosen by joint agreement of the cooperating parties. It is understood that cooperation in field work on the part of collaborating scientists and institutions not covered by this Agreement will be solicited as the necessity for specialized research is indicated.

(c) To further additionally the development of anthropological and social sciences in Peru when the occasion arises, and in the manner best suited to the situation.

(d) To publish research findings under such auspices and in such forms and languages as in the opinion of the cooperating parties will render them most useful.

2. Specific Undertakings on the Part of the Government of the United States of America. Subject to the availability of appropriated funds, the Government of the United States of America, through the Smithsonian Institution, agrees:

(a) To continue to detail one social anthropologist to the Ministry of Public Education of the Government of Peru, with the understanding that he will be stationed in Lima, to cooperate with the personnel of the Instituto de Estudios Etnológicos of the Museo de la Cultura Peruana;

(b) To pay the salary, living allowances, international travel, travel within Peru, and field expenses of the social anthropologist referred to in paragraph (a) above;

(c) To publish such portion of the results of the cooperative field work undertaken in accordance with the present agreement as may be to the mutual satisfaction of the cooperating parties;

(d) To give full consideration to any request of the Government of Peru for the detail under the present agreement of additional social scientists, should the need for their services become apparent, the financial arrangements for any such detail to be set forth in a subsequent exchange of notes between the two Governments; and

(e) To provide the Government of Peru, through the American Embassy in Lima, with biographical and professional data concerning each social scientist proposed for the detail. The assignment of each social scientist shall be effected on the basis of his acceptability to the Government of Peru.

3. Specific Undertakings on the Part of the Government of Peru. Subject to the availability of appropriated funds, the Government of Peru, through the Ministry of Public Education, agrees:

(a) To provide in Lima at the Instituto de Estudios Etnológicos the necessary headquarters for training and research, including adequate office space, laboratories, books, classrooms, and other teaching facilities;

(b) To pay all the research expenses of Peruvian students and professors during that part of the year which, by mutual agreement, shall be devoted to field studies;

(c) To publish such portion of the cooperative field work undertaken in accordance with the present agreement as may be to the mutual satisfaction of the cooperating parties;

(d) To grant free entry for the necessary professional material and equipment for the use of the scientists of the Smithsonian Institution;

(e) To grant free entry, in accordance with the limitations set for First Secretaries in the Diplomatic Corps accredited to the Government of Peru, for personal effects of the members of the Smithsonian

Institution assigned to carry on ethnological studies in Peru, any customs duties in excess of those limitations to be paid by the respective members;

(f) To grant exemption from all Peruvian taxes on salaries or personal property of the American scientists detailed under the present agreement.

4. Revisions. The present agreement may be revised, amended, or changed in whole or in part with the approval of both Governments, as indicated and effected by an exchange of notes between the two Governments.

5. Term. The present agreement shall remain in effect until June 30, 1953, and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving notice in writing ninety days in advance. If the Congress of either country should fail to make available the funds necessary for the execution of the present agreement, either Government may terminate the present agreement by giving to the other Government a notice in writing sixty days in advance.

The present Agreement, upon its entry into force, shall supersede the agreement between the United States of America and Peru regarding anthropological research and investigation which was effected by exchange of notes signed in Lima on March 9 and August 4, 1944.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

FDCO. DÍAZ DULANTO  
Federico Díaz Dulanto

His Excellency

HAROLD TITTMAN, JR.

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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