Jan Maria

NBC/P

Tel Aviv, March 21, 1967

No. 37

Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Israel, effective June 22, 1962, to promote further mutual understanding between the peoples of the United States and Israel by a wider exchange of knowledge and professional talents through educational activities. I have the honor to refer also to recent conversations between representatives of our two Governments and to confirm the understanding reached that, in accordance with Article 11 thereof, the aforementioned Agreement be amended as follows:

"There shall be established a foundation to be known as

The United States - Israel Educational Foundation

(hereinafter designated "the Foundation"), which shall

be recognized by the Government of the United States of

America and the Government of Israel as an organization

created and established to faciliate the administration of an educational program to be financed by funds made available to the Foundation under the terms of the present Agreement."

- 2. The first sentence of Article 2(5) is amended to read: "Authorize the Treasurer of the Foundation, or such alternate as the Foundation may designate, to receive funds to be deposited in bank accounts in the name of the Foundation."
- 3. Article 2(7) is amended to read: "Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State."
 - Article 8 is amended to read: "The Government of the United States of America and the Government of Israel agree that there may be used for the purpose of this Agreement any funds held or available for expenditure by either Government for such purposes, and contributions to the Foundation from any source.

"The Secretary of State of the United States of America and the Government of Israel will make available for expenditure by the Foundation funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement be expended by the Foundation.

"The performance of the Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America, and to such internal procedures of Israel as may be required by Israeli law."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between the two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

Hal Sill Sofons

His Excellency

Levi Eshkol,

Acting Minister for Foreign Affairs.

Jerusalem, 23 March, 1967

Excellency:

I have the honour to acknowledge the receipt of your Note No. 37 of March 21, 1967, which reads as follows:

"I have the honor to refer to the Agreement between the Government of the United States "of America and the Government of Israel, effective June 22, 1962, to promote further mutual understanding between the peoples of the United States and Israel by a wider exchange of knowledge and professional talents through educational activities. I have the honor to refer also to recent conversations between representatives of our two Governments and to confirm the understanding reached that, in accordance with Article 11 thereof, the aforementioned Agreement be amended as follows:

1. The first paragraph of Article 1 is revised to read: "there shall be established a foundation to be known as The United States - Israel Educational Foundation (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Israel as an organization created and established to facilitate the



administration of an educational program to be financed by funds made available to the Foundation under the terms of the present Agreement."

- 2. The first sentence of Article 2(5) is smended to read: "Authorize the Treasurer of the Foundation, or such alternate as the Foundation may designate, to receive funds to be deposited in bank accounts in the name of the Foundation."
- 3. Article 2(7) is amended to read: "Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State."
- 4. Article 8 is amended to read: "The Government of the United States of America and the Government of Israel agree that there may be used for the purpose of this Agreement any funds held or available for expenditure by either Government for such purposes, and contributions to the Foundation from any source.

"The Secretary of State of the United States of America and the Government of Israel will make available for expenditure by the Foundation funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitation established pursuant to Article 3 of the present Agreement be expended by the Foundation.



"The performance of the Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America, and to such internal procedures of Israel as may be required by Israeli law."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between the two Governments on this subject, the Agreement to enter into force on the date of your note in reply."

I have further the honour to inform your Excellency that the proposed amendment is acceptable to the Government of Israel which considers Your Excellency's Note, and this reply to constitute an agreement between the two Governments, entering into force on the date of this Note.

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

Levi Eshkol

His Excellency
Walworth Barbour
Ambassador of the United States of America.