

AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND COOPERATIVE FOR AMERICAN REMITTANCES TO EUROPE, INC.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/12fe3d830a18/>

Note: The Agreement entered into force, August 1, 1949.

Reference: This Agreement is also published in I DFA TS No. 4, p. 64.

The Government of the Republic of the Philippines, hereinafter referred to as the GOVERNMENT, represented by Mr. Ildefonso Coscolluela, General Manager of the Philippine Relief and Trade Rehabilitation Administration, a government entity, with its principal office and place of business at Manila, and duly designated and authorized by the President of the Philippines, and Cooperative for American Remittances to Europe, Inc., hereinafter referred to as CARE, represented by Mr. Paul W. Gordon, have agreed as follows:

1. Purpose.—The primary purpose of this Agreement is to facilitate voluntary gifts of food and other urgently needed commodities 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 of commodities other than food, 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 "commodities" shall refer only to food.

2. CARE's obligations.—CARE 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 commodities from sources outside the Philippines, principally in 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 CARE after deduction of its costs and liabilities wherever incurred, the share for the benefit of the Philippines to be determined by CARE on the basis of that proportion of the balance from its remittance deliveries which have accrued from deliveries in the Philippines.

(e) CARE will pay PRATRA for services rendered under this contract a fee which shall 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 PRATRA and of the cost necessary to perform this contract.

(f) Where the performance of any remittance so authorized, CARE will be free to specify the particular recipients to whom the packages are to be delivered. A remittance drawn in blank or in favor of any general relief or in favor of a group will be regarded as authorizing CARE to specify the particular recipient. CARE will, however, welcome the recommendations of the PRATA as to the recipients to be specified by CARE in

such cases.

3. Use of the services of the PRATRA.—The Government, recognizing the beneficial character of CARE's operations, authorizes CARE to contract for, or to employ, the services of the Philippine Relief and Trade Rehabilitation Administration (hereinafter referred to as the PRATRA), as the operating agency for the CARE program.

Title to commodities delivered to the PRATRA shall remain in CARE 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, gift commodities furnished by CARE under this agreement, supplies and equipment furnished by CARE to the PRATRA for the purpose of carrying out the operations contemplated in this agreement, as well as supplies and equipment imported by CARE for its own use in connection with the operation of this program.

(b) Levy no duties, tolls, or taxes: (1) On gift commodities admitted under paragraph 4(a) either in the hands of CARE, the PRATRA, or the recipients thereof. (2) And, to the extent that it is not 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 CARE, its assets, property, income, operations or transaction, or the salaries or other remunerations for personal services paid by CARE to its personnel of non-Philippine nationality and non-resident in the Philippines.

(c) Treat all such commodities as supplementary and outside all ration regulations.

(d) Undertake that no gift commodities furnished by CARE 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 food supplies and equipment furnished by CARE 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 obtaining and facilitating such services by other sources, where necessary and available.

(f) Provide, wherever possible and without charge, effective protection against theft, including police protection, for all gift commodities, and for the supplies and equipment furnished under this agreement.

(g) Authorize CARE to label the gift commodities furnished by it in such a way as it may wish in order to indicate their source and method of use, and assure that such labels will not be removed or defaced by official action.

(h) Provided that CARE may obtain in exchange for United States currency such amount of Philippine currency as CARE may need at a rate as favorable as that accorded to representative of governments or public organizations.

(i) Permit CARE to effect, free of all export restrictions and duties, the export from the Philippines of any gift commodities that are not designated by CARE for distribution in the Philippines and for which PRATRA has provided services and temporary storage facilities, including supplies or equipment belonging to CARE and not needed by CARE in the Philippines. CARE will, however, exert due and reasonable effort to effect the sales of remittances to equal all gift commodities imported into the Philippines before initiating the exportation of the same.

(j) Authorize CARE and the PRATRA to inform the public in the Philippines and elsewhere that the Government, approves the purpose of this agreement and the operations to be undertaken under it.

(k) Admit to the Philippines such number of American representatives as are necessary in the operation of the CARE program.

5. Responsibilities of the PRATRA.—The PRATRA will:

(a) Receive the packages or commodities in Manila or at such other places in the Philippines as may later on be agreed upon, inspect, store and safeguard the same and attend to the preparation of all documents that are necessary to the entry, unloading and distribution of said commodities to the beneficiaries thereof.

(b) Deliver the packages or commodities to the beneficiaries.

(c) Secure signed receipts for packages or commodities so delivered and transmit said receipts to CARE.

(d) Report to CARE all loss or damage to packages received by it and furnish CARE with the necessary available information and evidence to support the claims by CARE for insurance payments or recovery against third parties.

(e) Adopt and use the receipts and accounting forms as required by CARE in so far as same are not inconsistent with PRATRA forms, and maintain such records of its operations under this contract as CARE may require for uniformity and any other records as may be mutually agreed upon.

(f) Permit the representatives of CARE to examine all records with respect to operations under this contract and furnish CARE with such records reports and information on such operations as CARE may request. PRATRA shall also accord the representative of CARE an opportunity to observe these operations and to make inquiries of and to consult with the proper officials with respect to such operations.

(g) Accord to CARE representatives the necessary office facilities.

6. Termination.—Either party may terminate this agreement upon sixty (60) days written notice to the other.

Upon the termination of this contract, the PRATRA shall transfer to CARE all food, supplies and equipment in PRATRA's possession but belonging to CARE and all lists of beneficiaries on which deliveries have not been made. CARE shall bear the expenses of such transfer. PRATRA will also furnish a statement of all deliveries made since the end of the period covered by the last statement and furnish all receipts necessary to support these statements.

7. Effective date.—This agreement shall be effective on the 1st day of August 1949.

Done this 14th day of July 1949, in the City of Manila, Philippines.

For the Government of the Republic of the Philippines:

By: (Sgd) ILD. COSCOLLUELA

General Manager, PRATRA

For Cooperative for American Remittances to Europe, Inc.:

By: (Sgd.) PAUL W. GORDON

Representative for the Far East

I hereby certify that the above agreement has been duly approved by the Board of Directors of the PRATRA under Resolution No. 4 adopted in its 46th regular meeting held on July 16, 1948.

(Sgd.) LORENZO CELESTE

Secretary-Treasurer

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.