United States Treaties and Other International Agreements

VOLUME 34

IN FOUR PARTS

Part 4

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The Act approved September 23, 1950, Ch. 1001, §2, 64 Stat. 979, 1 U.S.C. §112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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MALTA

Double Taxation: Taxes on Income

Agreement, with related notes, signed at Valletta March 21, 1980;
Transmitted by the President of the United States of America to the Senate April 21, 1980 (S. Ex. E, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 10, 1981 (S. Ex. Rept. No. 97-30, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate, with an amendment and an understanding, November 18, 1981;
Ratified by the President, subject to said amendment and understanding, December 3, 1981;
Ratified by Malta May 18, 1982;
Ratifications exchanged at Valletta May 18, 1982;
Proclaimed by the President April 18, 1983;
Entered into force May 18, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement between the United States of America and the Republic of Malta with Respect to Taxes on Income, together with a related exchange of notes, was signed at Valletta on March 21, 1980, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of November 18, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement, subject to the following:

(1) amendment to paragraph 5(c) of Article 10 of the Treaty, so as to read as follows:

"(c) the dividends are paid out of profits attributable to one or more permanent establishments of such company in that State, provided that the gross income of the company attributable to such permanent establishment constituted at least 50 percent of the company's gross income from all sources."

(2) understanding that appropriate Congressional committees and the General Accounting Office shall be afforded access to the information exchanged under this Treaty where such access is necessary to carry out their oversight responsibilities, subject only to the limitations and procedures of the Internal Revenue Code.

The Agreement, together with a related exchange of notes, was ratified, subject to the aforesaid amendment and understanding, by the President of the United States of America on December 3, 1981, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Malta;

The instruments of ratification of the Agreement and related exchange of notes were exchanged at Valletta on May 18, 1982, and accordingly the Agreement entered into force on May 18, 1982, effective as specified in Article 29 of the Agreement;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Agreement and related exchange of notes to the end that they be observed and fulfilled with good faith on and after May 18, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of April in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
KENNETH W. DAM
Acting Secretary of State

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA

AND

THE REPUBLIC OF MALTA
WITH RESPECT TO TAXES ON INCOME

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE REPUBLIC OF MALTA

DESIRING to conclude an agreement for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income

HAVE AGREED AS FOLLOWS:

Article 1

Personal Scope

(1) Except as otherwise provided in this Agreement, this Agreement shall apply to persons who are residents of one or both of the Contracting States.

(2) This Agreement shall not restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded:

(a) by the laws of either Contracting State, or

(b) by any other agreement between the Contracting States.

(3) Notwithstanding any provision of this Agreement, except paragraph (4) of this Article, a Contracting State may tax its residents (as determined under Article 4 (Fiscal Residence)), and by reason of citizenship may tax its citizens, as if this Agreement had not come into effect.

(4) The provisions of paragraph (3) shall not affect:

(a) the benefits conferred by a Contracting State under Articles 24 (Relief From Double Taxation), 25 (Non-Discrimination), and 26 (Mutual Agreement Procedure); and

(b) the benefits conferred by a Contracting State under Articles 20 (Government Service), 21 (Teachers), 22 (Students and Trainees) and 28 (Diplomatic Agents and Consular Officers) upon individuals who are neither citizens of, nor have immigrant status in, that State.

Article 2

Taxes Covered

(1) This Agreement shall apply to taxes on income imposed on behalf of a Contracting State.

(2) The existing taxes to which this Agreement shall apply are:

(a) in the United States: the Federal income taxes imposed by the Internal Revenue Code [1] and the excise tax imposed on insurance premiums paid to foreign insurers and the excise taxes with respect to private foundations;

(b) in Malta: the income tax, including prepayments of tax whether made by deduction at source or otherwise.

(3) This Agreement shall apply also to any identical or substantially similar taxes which are imposed by a Contracting State after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any significant changes which have been made in their respective taxation laws and shall notify each other of any official published material concerning the application of this Agreement, including explanations, regulations, rulings, or judicial decisions.

(4) The United States may impose its personal holding company tax and its accumulated earnings tax notwithstanding any provision of this Agreement. However, a company resident in Malta shall be exempt from the United States personal holding company tax in any taxable year unless 10 per cent or more in value of its stock is owned directly or indirectly,

[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

within the meaning of section 544 of the Internal Revenue Code, by one or more individuals who are residents or citizens of the United States. A company resident in Malta shall be exempt from the United States accumulated earnings tax in any taxable year unless at least 25 per cent of the voting stock of such company is owned by citizens or residents of the United States.

(5) For the purpose of Article 25 (Non-Discrimination), this Agreement shall also apply to taxes of every kind and description imposed by a Contracting State or a political subdivision or local authority thereof.

Article 3

General Definitions

(1) For the purpose of this Agreement, unless the context otherwise requires:

(a) the term "person" includes an individual, a partnership, a company, an estate, a trust, and any other body of persons;

(b) the term "company" means any body corporate or any entity which is treated as a body corporate for tax purposes;

(c) the terms "enterprise of a Contracting State" and "enterprise of the other Contracting State" mean respectively an enterprise carried on by a resident of a Contracting State and an enterprise carried on by a resident of the other Contracting State;

(d) the term "international traffic" means any transport by a ship or aircraft, except where such transport is solely between places in the other Contracting State;

(e) the term "national" means:

(i) in respect of the United States, all individuals possessing the citizenship of the United States of America and all legal persons, partnerships and associations deriving their status as such from the laws in force in the United States;

(ii) in respect of Malta, any citizen of Malta as provided for in Chapter III of the Constitution of Malta and in the Maltese Citizenship Act, 1965, and any legal person, partnership or association deriving its status as such from the law in force in Malta;

(f) the term "competent authority" means:

(i) in the United States: the Secretary of the Treasury or his delegate; and

(ii) in Malta: the Minister responsible for finance or his authorised representative;

(g) (i) the term "United States" means the United States of America, but does not include Puerto Rico, the Virgin Islands, Guam or any other United States possession or territory; and

(ii) when used in a geographical sense, such term also includes (a) the territorial sea thereof, to the extent recognized by international law, and (b) the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which the United States exercises sovereign rights, in accordance with international law, with respect to the exploration for, and exploitation of, the natural resources of such areas, but only to the extent that the person, property or activity to which this Agreement is being applied is connected with such exploration or exploitation;

(h) (i) the term "Malta" means the Republic of Malta; and

(ii) when used in a geographical sense, the term "Malta" means the Maltese islands, and includes (a) the territorial sea thereof, to the extent recognized by international law, and (b) the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which Malta

exercises sovereign rights, in accordance with international law, with respect to the exploration for, and exploitation of, the natural resources of such areas, but only to the extent that the person, property or activity to which this Agreement is being applied is connected with such exploration or exploitation;

(i) the terms "a Contracting State" and "the other Contracting State" mean the United States or Malta as the context requires.

(2) As regards the application of this Agreement by a Contracting State any term not defined therein shall, unless the context otherwise requires and subject to the provisions of Article 26 (Mutual Agreement Procedure), have the meaning which it has under the laws of that State concerning the taxes to which this Agreement applies.

Article 4

Fiscal Residence

(1) For the purposes of this Agreement, the term "resident of a Contracting State" means any person who, under the laws of that State, is liable to tax therein by reason of his domicile, residence, citizenship, place of management, place of incorporation, or any other criterion of a similar nature, but:

(a) this term does not include any person who is liable to tax in that State in respect only of income from sources in that State; and

(b) in the case of income derived or paid by a partnership, estate, or trust, this term applies only to the extent that the income derived by such partnership, estate, or trust is subject to tax as the income of a resident of that State, either in its hands or in the hands of its partners or beneficiaries.

(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States, then his or her status shall be determined as follows:

(a) the individual shall be deemed to be a resident of the State in which he or she has a permanent home available; if such individual has a permanent home available in both States, or in neither State, he or she shall be deemed to be a resident of the State with which his or her personal and economic relations are closer (centre of vital interests);

(b) if the State in which the individual's centre of vital interests cannot be determined, he or she shall be deemed to be a resident of the State in which he or she has an habitual abode;

(c) if the individual has an habitual abode in both States or in neither of them, he or she shall be deemed to be a resident of the State of which he or she is a national;

(d) if the individual is a national of both States or of neither of them, the competent authorities of the Contracting States shall settle the question by mutual agreement.

(3) Where by reason of the provisions of paragraph (1) a company is a resident of both Contracting States, then if it is created or organized under the laws of a Contracting State or a political subdivision thereof, it shall be treated as a resident of that State.

(4) Where by reason of the provisions of paragraph (1) a person other than an individual or a company is a resident of both Contracting States, the competent authorities of the Contracting States, shall by mutual agreement endeavour to settle the question and to determine the mode of application of the Agreement to such person.

(5) For the purposes of this Agreement, an individual who is a national of a Contracting State shall also be deemed to be a resident of that State if (a) the individual is an employee of that State or an instrumentality thereof in the other Contracting State or in a third State; and (b) the individual is engaged in the performance of governmental functions for the first-mentioned State; and (c) the individual is subjected in the first-mentioned

State to the same obligations in respect of taxes on income as are residents of the first-mentioned State. The spouse and minor children residing with the employee and subject to the requirements of (c) above shall also be deemed to be residents of the first-mentioned State.

(6) Where under any provision of this Agreement income arising in one of the Contracting States is relieved from tax in that Contracting State and, under the law in force in the other Contracting State a person, in respect of the said income, is subject to tax by reference to the amount thereof which is remitted to or received in that other Contracting State and not by reference to the full amount thereof, then the relief to be allowed under this Agreement in the first-mentioned Contracting State shall apply only to so much of the income as is remitted to or received in the other Contracting State during the year such income accrues or the following year.

Article 5

Permanent Establishment

(1) For the purposes of this Agreement, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

(2) The term "permanent establishment" shall include especially:

(a) a place of management;

(b) a branch;

(c) an office;

(d) a factory;

(e) a workshop; and

(f) a mine, an oil or gas well, a quarry, or any other place of extraction of natural resources.

(3) A building site or construction or installation project, or an installation or drilling rig or ship used for the exploration or development of natural resources, or supervisory activities connected therewith, constitutes a permanent establishment but only if such site, project or activity continues for a period or periods aggregating more than 183 days in any twelve month period (including the period of any supervisory activity connected therewith), provided that a permanent establishment shall not exist in any taxable year in which such site, project or activity continues for a period or periods aggregating less than 30 days in that taxable year.

(4) Notwithstanding the preceding provisions of this Article, the term "permanent establishment" shall be deemed not to include:

(a) the use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

(b) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display or delivery;

(c) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

(d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or of collecting information, for the enterprise;

(e) the maintenance of a fixed place of business solely for the purpose of advertising, for scientific research or for carrying on, for the enterprise, any other activity of a preparatory or auxiliary character;

(f) the maintenance of a fixed place of business solely for any combination of the activities mentioned in subparagraphs (a) to (e) of this paragraph.

(5) Notwithstanding the provisions of paragraphs 1 and 2, where a person - other than an agent of an independent status to whom paragraph 6 applies - is acting on behalf of an enterprise and has, and habitually exercises, in a Contracting State an authority to conclude contracts in the name of the enterprise, that enterprise shall be deemed to have a permanent establishment in that State in respect of any activities which that person undertakes for the enterprise, unless the activities of such person are limited to those mentioned in paragraph 4 which, if exercised through a fixed place of business, would not make this fixed place of business a permanent establishment under the provisions of that paragraph.

(6) An enterprise shall not be deemed to have a permanent establishment in a Contracting State merely because it carries on business in that State through a broker, general commission agent or any other agent of an independent status, provided that such persons are acting in the ordinary course of their business.

(7) The fact that a company which is a resident of a Contracting State controls or is controlled by a company which is a resident of the other Contracting State, or which carries on business in that other State (whether through a permanent establishment or otherwise) shall not of itself constitute either company a permanent establishment of the other.

Article 6

Income from Immovable Property (Real Property)

(1) Income derived by a resident of a Contracting State from immovable (real) property situated in the other Contracting State may be taxed in that other State.

(2) The term "immovable property" shall have the meaning which it has under the law of the Contracting State in which the property in question is situated. The term shall in any case include property accessory to immovable property rights to which the provisions of general law respecting landed property apply, usufruct of immovable property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources; ships, boats and aircraft shall not be regarded as immovable property.

(3) The provisions of paragraph (1) shall apply to income derived from the direct use, letting,or use in any other form of immovable property.

(4) The provisions of paragraphs (1) and (3) shall also apply to the income from immovable property of an enterprise and to income from immovable property used for the performance of independent personal services.

Article 7

Business Profits

(1) The profits of an enterprise of a Contracting State shall be taxable only in that State unless the enterprise carries on business in the other Contracting State through a permanent establishment situated therein. If the enterprise carried on business as aforesaid, the profits of the enterprise may be taxed in the other State but only so much of them as is attributable to that permanent establishment.

(2) Subject to the provisions of paragraph (3), where an enterprise of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the profits which it might be expected to make if it were a distinct and independent enterprise engaged in the same or similar activities under the same or similar conditions.

(3) In determining the profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the permanent establishment, including a reasonable allocation of executive and general administrative expenses, whether incurred in the State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

(5) For the purposes of the preceding paragraphs, the profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.

(6) The provisions of this Article shall not affect the provisions of the law of a Contracting State regarding the taxation of the business of insurance.

(7) Where profits include items of income which are dealt with separately in other Articles of this Agreement, then the provisions of those Articles shall not be affected by the provisions of this Article.

(8) The term "profits" as used in this Article means income derived from any trade or business whether carried on by an individual, company or any other person, or group of persons, including the rental of tangible personal (movable) property.

Article 8

Shipping and Air Transport

(1) Profits of an enterprise of a Contracting State from the operation in international traffic of ships or aircraft shall be taxable only in that State.

(2) For purposes of this Article, profits from the operation in international traffic of ships or aircraft include profits derived from the rental on a full or bareboat basis of ships or aircraft if operated in international traffic by the lessee or if such rental profits are incidental to other profits described in paragraph (1).

(3) Profits of an enterprise of a Contracting State from the use, maintenance or rental of containers (including trailers, barges and related equipment for the transport of containers) used for the transport in international traffic of goods or merchandise shall be taxable only in that State.

(4) The provisions of paragraphs (1) and (3) shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

(5) Notwithstanding the other provisions of this Article, profits from the operation of a ship in international traffic and gains from the sale, exchange or other alienation of such a ship, derived by a corporation resident in Malta which has more than 25 per cent of its voting stock owned, directly or indirectly, by persons not resident in Malta, may be taxed by the United States unless the corporation proves that the profits derived from the operation of such ship are subject to Malta tax without regard to any relief therefrom as provided for in section 86 of the Merchant Shipping Act, 1973, or in any identical or similar provision. [1]

[1] See exchange of notes, p. 3579.

Article 9

Associated Enterprises

(1) Where

(a) an enterprise of a Contracting State participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting State, or

(b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of a Contracting State and an enterprise of the other Contracting State,

and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

(2) Where a Contracting State includes in the profits of an enterprise of that State, and taxes accordingly, profits on which an enterprise of the other Contracting State has been charged to tax in that other State, and the profits so included are profits which would have accrued to the enterprise of the first-mentioned State if the conditions made between the two enterprises had been those which would have been made between independent enterprises, then that other State shall make an appropriate adjustment to the amount of the tax charged therein on those profits. In determining such adjustment, due regard shall be had to the other provisions of this Agreement and the competent authorities of the Contracting States shall if necessary consult each other.

(3) The provisions of paragraph (1) shall not limit any provisions of the law of either Contracting State which permit the distribution, apportionment or allocation of income, deductions, credits, or allowances between persons owned or controlled directly or indirectly by the same interests when necessary in order to prevent evasion of taxes or clearly to reflect the income of any of such persons.

Article 10

Dividends

(1) Dividends paid by a company which is a resident of a Contracting State to a resident of the other Contracting State may be taxed in that other State.

(2) However, such dividends may also be taxed in the Contracting State of which the company paying the dividends is a resident, and according to the laws of that State, but if the beneficial owner of the dividends is a resident of the other Contracting State, the tax so charged shall not exceed:

(a) in the case of United States:

(i) 5 per cent of the gross amount of the dividends if the beneficial owner is a company (other than a partnership) which owns, directly or indirectly, at least 10 per cent of the voting stock of the company paying the dividends;

(ii) 15 per cent of the gross amount of the dividends in all other cases;

(b) in the case of Malta:

that chargeable on the company paying the dividends in the year during which distribution is made.

This paragraph shall not affect the taxation of the company in respect of the profits out of which the dividends are paid.

(3) The term "dividends" as used in this Article means income from shares or other rights, not being debt-claims, participating in profits, as well as income from other corporate rights which is subjected to

the same taxation treatment as income from shares by the laws of the State of which the company making the distribution is a resident.

(4) The provisions of paragraphs (1) and (2) shall not apply if the recipient of the dividends, being a resident of a Contracting State, carries on business in the other Contracting State, of which the company paying the dividends is a resident, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), asthe case may be, shall apply.

(5) Where a company is a resident of a Contracting State, the other Contracting State may not impose any tax on the dividends paid by the company, except insofar as

(a) such dividends are paid to a resident of that other State;

(b) the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or a fixed base situated in that other State, or

(c) such dividends are paid out of profits attributable to one or more permanent establishments which such company had in that other State, provided that such profits constituted at least 50 per cent of such company's gross income from all sources.[1]

Where subparagraph (c) applies and subparagraphs (a) and (b) do not apply, any such tax shall be subject to the limitations of paragraph (2).

[1] For an amendment to para. 5(c) of art. 10, see p. 3528.

Article 11

Interest

(1) Interest arising in a Contracting State which is derived and beneficially owned by a resident of the other Contracting State may be taxed in that other State.

(2) However, such interest may be taxed in the Contracting State in which it arises and according to the law of that State, but the tax so charged shall not exceed 12½ per cent of the gross amount of such interest. [1]

(3) Notwithstanding paragraphs (1) and (2), interest beneficially derived by one of the Contracting States, or by an instrumentality of that Contracting State not subject to tax by that Contracting State on its income shall be exempt from tax by the other Contracting State.

(4) The term "interest" as used in this Agreement means income from debt-claims of every kind, whether or not secured by mortgage, and whether or not carrying a right to participate in the debtor's profits, and in particular, income from Government securities and income from bonds or debentures,including premiums or prizes attaching to such securities, bonds or debentures. Penalty charges for late payment shall not be regarded as interest for the purpose of this Article.

(5) The provisions of paragraph (2) shall not apply if the beneficial owner of the interest, being a resident of a Contracting State, carries on business in the other Contracting State in which

[1] See exchange of notes, pp. 3579-3581.

the interest arises, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the debt-claim in respect of which the interest is paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

(6) Interest shall be deemed to arise in a Contracting State when the payer is that State itself, a political subdivision, a local authority or a resident of that State. Where, however, the person paying the interest, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment or fixed base, then such interest shall be deemed to arise in the State in which the permanent establishment or fixed base is situated.

(7) Where, by reasons of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the interest, having regard to the debt-claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Agreement.

(8) A Contracting State may not impose any tax on interest paid by a resident of the other Contracting State, except insofar as

(a) such interest arises in, or is paid to a resident of, the first-mentioned State, or

(b) the debt claim in respect of which the interest is paid is effectively connected with a permanent establishment or a fixed base situated in the first-mentioned State.

Article 12

Royalties

(1) Cultural royalties derived and beneficially owned by a resident of a Contracting State shall be taxable only in that State.

(2) Industrial royalties arising in a Contracting State which are derived and beneficially owned by a resident of the other Contracting State:

(a) may be taxed by both Contracting States, but

(b) shall not be taxed in the Contracting State in which they arise at a rate in excess of 12½ per cent of the gross amount of such royalties. [1]

(3) For the purposes of this Article:

(a) cultural royalties are payments of any kind made as consideration for the use of, or the right to use, copyrights of literary, artistic, or scientific works;

(b) industrial royalties are payments of any kind made as consideration for:

(i) the use of, or the right to use cinematographic films or tapes for television or broadcasting, patents, designs, models, plans, secret processes or formulae, trademarks, or other like property or rights; and

(ii) the supply of scientific, technical, industrial or commercial knowledge or information (know-how) held by the person supplying such know-how including the supply of any assistance of an ancillary

[1] See exchange of notes, pp. 3579-3581.

and subsidiary nature supplied as a means of enabling the application or enjoyment of such know-how or any other property or right to which this article applies; and

(c) cultural royalties and industrial royalties include gains derived from the sale, exchange, or other alienation of any such property or rights to the extent that the amounts realized on such sale, exchange, or other alienation for consideration are contingent on the productivity, use, or alienation of such property or rights.

(4) The provisions of paragraphs (1) and (2)(b) shall not apply if the beneficial owner of the royalties, being a resident of a Contracting State, carries on business in the other Contracting State, in which the royalties arise through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein and the right or property in respect of which the royalties are paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits) or Article 14 (Independent Personal Services), as the case may be, shall apply.

(5) Royalties shall be deemed to arise in a Contracting State when the payer is that State itself, a political subdivision, a local authority or a resident of that State. However, where the property or rights for which the royalties are paid are used within the United States or Malta, as the case may be, the royalties shall be deemed to arise in the State in which the property or rights are used.

(6) Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the royalties, having regard to the use, right or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the person deriving the royalties in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the law of each Contracting State, due regard being had to the other provisions of this Agreement.

Article 13

Capital Gains

(1) Gains derived by a resident of a Contracting State from the alienation of immovable property referred to in Article 6 (Income From Immovable Property (Real Property)) and situated in the other Contracting State as well as gains from the alienation of shares of a company the assets of which consist, directly or indirectly, principally of such immovable property may be taxed in that other State.

(2) Gains from the alienation of movable property forming part of the business property of a permanent establishment which an enterprise of a Contracting State has in the other Contracting State or of movable property pertaining to a fixed base available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, including such gains from the alienation of such a permanent establishment (alone or with the whole enterprise) or of such fixed base, may be taxed in that other State.

(3) Gains derived by an enterprise of a Contracting State from the alienation of ships, aircraft or containers operated by such enterprise in international traffic shall be taxable only in that State, and gains described in Article 12 (Royalties) shall be taxable only in accordance with the provisions of Article 12.

(4) Gains from the alienation of any property other than that referred to in paragraphs (1), (2), and (3), shall be taxable only in the Contracting State of which the alienator is a resident.

Article 14

Independent Personal Services

(1) Income derived by an individual who is a resident of a Contracting State from the performance of personal services in an independent capacity shall be taxable only in that State unless such services are performed in the other Contracting State and

(a) the individual is present in that other State for a period or periods aggregating more than 90 days in the taxable year concerned, or

(b) the individual has a fixed base regularly available to him in that other State for the purpose of performing his activities, but only so much of the income as is attributable to that fixed base may be taxed in such other State, or

(c) the remuneration for his services in the other Contracting State is derived from residents of that State and exceeds ten thousand United States dollars or the equivalent during the taxable year.

(2) The term "personal services" referred to in this Article includes, especially, independent scientific, literary, artistic, educational or teaching activities as well as the independent activities of physicians, lawyers, engineers, architects, dentists and accountants.

Article 15

Dependent Personal Services

(1) Subject to the provisions of Articles 17 (Directors' Fees), 19 (Pensions and Annuities) and 20 (Government Service), salaries, wages and other similar remuneration derived by a resident of a Contracting State in respect of an employment shall be taxable only in that State unless the employment is exercised in the other Contracting State. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other State.

(2) Notwithstanding the provisions of paragraph (1), remuneration derived by a resident of a Contracting State in respect of an employment exercised in the other Contracting State shall be taxable only in the first-mentioned State if:

(a) the recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in the taxable year concerned, and

(b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other State, and

(c) the remuneration is not borne by a permanent establishment or a fixed base which the employer has in the other State.

(3) Notwithstanding the preceding provisions of this Article, remuneration derived in respect of an employment as a member of the regular complement of a ship or aircraft operated by an enterprise of a Contracting State in international traffic may be taxed in that Contracting State.

Article 16

Investment or Holding Companies

If 25 per cent or more of the capital of a company which is a resident of a Contracting State is owned directly or indirectly by individuals who are not residents of that State, and if by reason of special measures the tax imposed by that State on that company with respect to dividends, interest or royalties arising in the other Contracting State is substantially less than the tax generally imposed by the first-mentioned State on company business profits, then, notwithstanding the provisions of Articles 10 (Dividends), 11 (Interest), or 12 (Royalties), that other State may tax such dividends, interest or royalties. For the purposes of this Article, the source of dividends, interest or royalties shall be determined in accordance with subparagraphs (a), (b) or (c) of paragraph 3 of Article 24 (Relief from Double Taxation).

Article 17

Directors' Fees

Notwithstanding Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), directors' fees derived by a resident of one of the Contracting States in his capacity as a member of the board of directors of a company of the other Contracting State (but not including fixed or contingent payments derived in his capacity as an officer or employee) may, to the extent such fees are in excess of a reasonable fixed amount payable to all directors of the company for attendance at a directors' meeting in such other Contracting State, be taxable in such other Contracting State, whether or not such director is physically present in such other Contracting State in connection with his duties as a director.

Article 18

Artistes and Athletes

(1) Notwithstanding the provisions of Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), income derived by a resident of a Contracting State as an entertainer, such as a theatre, motion picture, radio or television artiste, or a musician, or as an athlete, from his or her personal activities as such exercised in the other Contracting State, may be taxed in that other State if:-

(a) the artiste or athlete is present in that other Contracting State for a period or periods aggregating 90 days or more during the taxable year, or

(b) such income exceeds 500 United States dollars or the equivalent for each day of performance, including rehearsal, or five thousand United States dollars or the equivalent, in the taxable year.

(2) Where income in respect of activities exercised by an entertainer or an athlete in his or her capacity as such accrues not to that entertainer or athlete but to another person, that income may, notwithstanding the provisions of Articles 7 (Business Profits), 14 (Independent Personal Services), and 15 (Dependent Personal Services), be taxed in the Contracting State in which the activities of the entertainer or athlete are exercised. For the purposes of the preceding sentence, income of an entertainer or athlete shall be deemed not to accrue to another person if it is established that neither the entertainer or athlete, nor persons related thereto, participate directly or indirectly in the

profits of such other person in any manner, including the receipt of deferred remuneration, bonuses, fees, dividends, partnership distributions or other distributions.

Article 19

Pensions and Annuities

(1) Subject to the provisions of paragraph 2 of Article 20 (Government Service), pensions and other similar remuneration beneficially derived by a resident of a Contracting State in consideration of past employment shall be taxable only in that State.

(2) Annuities beneficially derived by a resident of a Contracting State shall be taxable only in that State. The term "annuities" as used in this paragraph means a stated sum paid periodically at stated times during life or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered).

Article 20

Government Service

(1) (a) Remuneration, other than a pension, paid by a Contracting State or a political subdivision or a local authority thereof to an individual in respect of services rendered to that State or subdivision or authority shall be taxable only in that State.

(b) However, such remuneration shall be taxable only in the other Contracting State if the services are rendered in that State and the individual is a resident of that State who:

(i) is a national of that State; or

(ii) did not become a resident of that State solely for the purpose of rendering the services;

provided that the provisions of clause (ii) shall not apply to the spouse or dependent children of an individual who is receiving remuneration to which the provisions of subparagraph (a) apply and who does not come within the terms of clause (i) or (ii).

(2) (a) Any pension paid by, or out of funds created by, a Contracting State or a political subdivision or a local authority thereof to an individual in respect of services rendered to that State or subdivision or authority shall be taxable only in that State.

(b) However, such pension shall be taxable only in the other Contracting State if the individual is a resident of, and a national of that State.

(3) The provisions of Articles 14 (Independent Personal Services), 15 (Dependent Personal Services), 18 (Artistes and Athletes), and 19 (Pensions and Annuities), shall apply to remuneration and pensions in respect of services rendered in connection with a business carried on by a Contracting State or a political subdivision or a local authority thereof.

Article 21

Teachers

(1) Remuneration which a professor or teacher who is, or immediately before was, a resident of a Contracting State and who visits the other Contracting State for a period not exceeding two years for the purpose of carrying out advanced study or research or for teaching at a University, college, school or other educational institution receives for such work shall not be taxed in that other State, provided that such remuneration is paid to him from sources outside that other State.

(2) This article shall not apply to income from research if such research is undertaken not in the public interest but primarily for the private benefit of a specific person or persons.

Article 22

Students And Trainees

(1) Payments which a student, apprentice or business trainee who is or was immediately before visiting a Contracting State a resident of the other Contracting State and who is present in the first-mentioned State for the purpose of his or her full-time education or training receives for the purpose of his or her maintenance, education or training shall not be taxed in that State provided that such payments arise from sources outside that State.

(2) An individual to whom paragraph (1) applies may elect to be treated for tax purposes as a resident of the first-mentioned State. The election shall apply to all periods during the taxable year of the election and subsequent taxable years during which the individual qualifies under paragraph (1), and may not be revoked except with the consent of the competent authority of that State.

Article 23

Other Income

(1) Items of income of a resident of a Contracting State, wherever arising, not dealt with in the foregoing Articles of this Agreement shall be taxable only in that State.

(2) The provisions of paragraph (1) shall not apply to income other than income from immovable property as defined in paragraph (2) of Article 6 (Income From Immovable Property (Real Property)), if the person deriving the income, being a resident of a Contracting State, carries on business in the other Contracting State through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the right or property in respect of which the income is paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 (Business Profits), Article 14 (Independent Personal Services), or Article 18 (Artistes and Athletes) as the case may be, shall apply.

Article 24

Relief From Double Taxation

(1) In the case of the United States, double taxation shall be avoided as follows: In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), the United States shall allow to a resident or citizen of the United States as a credit against the United States tax on income or capital the appropriate amount of tax paid to Malta; and, in the case of a United States company owning at least 10 per cent of the voting stock of a company which is a resident of Malta from which it receives dividends in any taxable year, the United States shall allow as a credit against the United States tax on income the appropriate amount of tax paid to Malta by that company with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid to Malta, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the United States tax on income from sources outside of the United States) provided by United States law for the taxable year. For purposes of applying the United States credit in relation to tax paid to Malta the taxes referred to in paragraphs (2)(b) and (3) of Article 2 (Taxes Covered) shall be considered to be income taxes.

(2) In the case of Malta, double taxation shall be avoided as follows:

Subject to the provisions of the law of Malta regarding the allowance of a credit against Malta tax in respect of foreign tax, where, in accordance with the

provisions of this Agreement, there is included in a Malta assessment income from sources within United States, the United States tax on such income shall be allowed as a credit against the Malta tax payable thereon. Where a company which is a resident of the United States pays a dividend to a company resident in Malta owning at least 10 per cent of the voting stock in the United States company, the credit shall, in addition, take into account the United States tax payable by the United States company in respect of the profits out of which the divident is paid.

(3) For the purposes of the preceding paragraphs of this Article, the source of income or profits shall be determined in accordance with the following rules:

(a) Dividends, as defined in paragraph (3) of Article 10 (Dividends), shall be deemed to arise in a Contracting State if paid by a company which is a resident of that State or if paragraph (5)(c) of Article 10 applies.

(b) Interest, as defined in paragraph (4) of Article 11 (Interest), shall be deemed to arise in the State specified in paragraph (6) of Article 11.

(c) Royalties, as defined in paragraph (3) of Article 12 (Royalties), shall be deemed to arise in the State specified in paragraph (5) of Article 12.

(d) Except for income or profits referred to in subparagraphs (a), (b) or (c), and except for income or profits taxed by the United States solely by reason of citizenship in accordance with paragraph (3) of Article 1 (Personal Scope): income or profits derived by a resident of a Contracting State which may be taxed in the other Contracting State in accordance with this Agreement shall be deemed to arise in that other Contracting State.

Article 25

Non-Discrimination

(1) Nationals of a Contracting State shall not be subjected in the other State to any taxation or any requirement connected therewith, which is other or more burdensome than the taxation and connected requirements to which nationals of that other State in the same circumstances are or may be subjected. For purposes of the preceding sentence, nationals who are subject to tax by a Contracting State on worldwide income are not in the same circumstances as nationals who are not so subject. This provision shall, notwithstanding the provisions of Article 1 (Personal Scope), also apply to persons who are not residents of one or both of the Contracting States.

(2) The taxation on a permanent establishment which an enterprise of a Contracting State has in the other Contracting State shall not be less favourably levied in that other State than the taxation levied on enterprises of that other State carrying on the same activities. This provision shall not be construed as obliging a Contracting State to grant to residents of the other Contracting State any personal allowances, reliefs and reductions for taxation purposes on account of civil status or family responsibilities which it grants to its own residents.

(3) Except where the provisions of paragraph (1) of Article 9 (Associated Enterprises), paragraph (5) of Article 11 (Interest), or paragraph (4) of Article 12 (Royalties) apply, interest, royalties and other disbursements paid by an enterprise of a Contracting State to a resident of the other

Contracting State shall, for the purpose of determining the taxable profits of such enterprise, be deductible under the same condition as if they had been paid to a resident of the first-mentioned State.

Similarly, any debts of an enterprise of a Contracting State, to a resident of the other Contracting State, shall, for the purpose of determining the taxable capital of such enterprise, be deductible under the same conditions as if they had been contracted to a resident of the first-mentioned State.

(4) Enterprises of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar enterprises of the first-mentioned State are or may be subjected.

(5) The provisions of this Article shall apply to taxes of every kind and description imposed by a Contracting State or a political subdivision or local authority thereof.

Article 26

Mutual Agreement Procedure

(1) Where a person considers that the actions of one or both of the Contracting States result or will result for him or her in taxation not in accordance with the provisions of this Agreement, he or she may, irrespective of the remedies provided by the domestic law of those States, present his or her case to the competent authority of the Contracting State of which he or she is a resident or national.

(2) The competent authority shall endeavour if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Contracting States.

(3) The competent authorities of the Contracting States shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement. In particular the competent authorities of the Contracting States may agree:

(a) to the same attribution of income, deductions, credits, or allowances of an enterprise of a Contracting State to its permanent establishment situated in the other Contracting State;

(b) to the same allocation of income, deductions, credits, or allowances between persons, including a uniform position on the application of the requirements of paragraph (2)

of Article 25 (Non-discrimination);

(c) to the same characterization of particular items of income;

(d) to the same application of source rules with respect to particular items of income;

(e) to a common meaning of a term; and

(f) to increases in any dollar amounts referred to in the Agreement to reflect monetary or economic developments.

They may also consult together for the elimination of double taxation in cases not provided for in the Agreement.

(4) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

(5) The competent authorities of the Contracting States may prescribe regulations to carry out the purposes of this Agreement.

Article 27

Exchange of Information

(1) The competent authorities of the Contracting States shall exchange such information as is necessary for carrying out the provisions of this Agreement or of the domestic laws of the Contracting States concerning taxes covered by the Agreement insofar as the taxation thereunder is not contrary to the Agreement. The exchange of information is not restricted by Article 1 (Personal Scope). Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) involved in the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered by the Agreement. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.

(2) If specially requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall provide information under this Article in the form of authenticated copies of unedited original documents (including books, paper, statements, records, accounts, or writings), to the same extent such documents can be obtained under the laws and administrative practices of such other State with respect to its own taxes.

(3) In no case shall the provisions of paragraph (1) be construed so as to impose on a Contracting State the obligation:

(a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;

(b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

(c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, or information, the disclosure of which would be contrary to public policy (ordre public).

Article 28

Diplomatic Agents and Consular Officers

Nothing in this Agreement shall affect the fiscal privileges of diplomatic agents or consular officers under the general rules of international law or under the provisions of special agreements.

Article 29

Entry Into Force

(1) This Agreement shall be subject to ratification in accordance with the applicable procedures of each Contracting State and instruments of ratification shall be exchanged at Valletta as soon as possible.

(2) The Agreement shall enter into force upon the exchange of instruments of ratification[1] and its provisions shall have effect in respect of income or profits arising on or after the first day of January of the year in which the Agreement enters into force.

[1] May 18, 1982.

Article 30

Termination

This Agreement shall remain in force until terminated by one of the Contracting States. Either Contracting State may terminate the Agreement at any time after 3 years from the date on which this Agreement enters into force provided that at least 6 months' prior notice of termination has been given through diplomatic channels. In such event, the Agreement shall cease to have force and effect as respects income or profits arising on or after January 1 next following the expiration of the 6-month period.

DONE at VALLETTA in duplicate, in the English language, this 21st day of March 1980.

Joan Margaret Clark [1]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

FOR THE GOVERNMENT OF THE REPUBLIC OF MALTA:

[1] Joan Margaret Clark.
[2] R. Stivala.

[RELATED NOTES]

Valletta, Malta

March 21, 1980

Sir:

I have the honor of commenting on the Agreement between the United States of America and Malta with respect to taxes on income, signed today. The following understandings were reached between the two Governments.

(1) In the process of negotiating this Agreement, the delegation from Malta emphasized the necessity of including in the Agreement additional provisions which will create incentives to promote the flow of investment to Malta.

The United States delegation is not able to accept such provisions at this time. However, I wish to assure you that my Government realizes the importance your Government attaches to the increase of investments in Malta. Should circumstances change, including any changes in the manner in which the United States imposes income tax upon the income of United States investments in Malta, our Government would be prepared to reopen the discussions in order to reflect in this Agreement provisions which would minimize the conflicts

between the United States tax system and the incentives proposed by the Government of Malta to foreign investors and which are consistent with the income tax policies of the United States, including treaty policies, with respect to other developing countries.

(2) In the case of profits from the operation of a ship in international waters to which paragraph (5) of Article 8 (Shipping and Air Transport) of the Agreement applies, the said profits shall be deemed to constitute profits to which the provisions of Article 7 (Business Profits) shall apply.

(3) In the case of interest referred to in paragraph (2) of Article 11 of the Agreement and in the case of Royalties referred to in paragraph (2) of Article 12, Malta will bring to charge the income in question at the normal Malta rates as part of the total income of the recipient which is liable to Malta tax for the year in question. In computing the amount of interest and royalties, respectively subject to tax as above, Malta will allow as a deduction any expenses proved to have been incurred in the production of the said income. In applying the limitations set out in the two paragraphs, Malta will restrict its tax on the income so computed (such tax to be determined in an amount arrived at by multiplying the total tax chargeable by a

fraction having the net interest or royalty, respectively, as its numerator and the total income as its denominator), to a maximum of 12 1/2% of the relative gross interest or royalty, as the case may be.

If this is in accordance with your understanding, I would appreciate an acknowledgement from you to that effect.

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

Joan M. Clark
American Ambassador

Mr. Robert J. Stivala
Secretary
Ministry of Finance, Customs, and
People's Financial Investments
Valletta

Valletta, Malta,

21 March 1980.

Excellency:

I have the honour to refer to your letter of today's date, which reads as follows:

[For the text of the U.S. letter, see pp. 3579-3581.]

I have the honour to confirm that the contents of your letter are in accordance with my Government's understanding on the matters in question.

R. Stivala,

Secretary,

Ministry of Finance,

Customs and People's

Financial Investments.

MEXICO

Trade: Tokyo Round of the Multilateral Trade Negotiations—Tariff Concessions on Certain Lead Products

Agreements effected by exchange of letters
Signed at Mexico October 31 and November 8, 1979;
Entered into force January 1, 1980.
And signed at Washington August 5, 1980;
Entered into force August 5, 1980.

The American Counselor for Economic and Commercial Affairs to the Mexican Director General of International Trade Negotiations

México, D.F.

October 31, 1979

Lic. Abel Garrido Ruiz
Director General of International
Trade Negotiations
Secretariat of Commerce
Palacio Nacional
México, D. F.

Dear Lic. Garrido:

I have the honor to refer to the recent negotiations between officials of our two governments regarding tariff concessions to be exchanged between the United States of America and the United Mexican States as part of the multilateral trade negotiations.

In this regard, I have the honor to inform you that in expectation of the concessions to be made by the United Mexican States as part of its accession to the General Agreement on Tariffs and Trade,[1] the United States of America agrees to reduce the duty on the following items:

	ITEMS	BASE	OFFER
		PERCENT	
473.52	Litharge	6.0	2.4
473.56	Red Lead	8.6	3.4
624.02	Unwrought Lead	5.2	3.5
624.03	Other Lead	5.1	3.5

These concessions will be implemented at the fastest rate permissable under United States law, beginning on January 1, 1980.

Until the protocol of accession of the United Mexican States to the General Agreement on Tariffs and Trade takes effect, the United States shall have the right to suspend or withdraw these concessions in whole or in part.

Sincerely,

Stephen H. Rogers

Stephen H. Rogers
Counselor for Economic and
Commercial Affairs

[1] Done Oct. 30, 1947. TIAS 1700; 61 Stat., pts. 5 and 6; 4 Bevans 639. [Footnote added by the Department of State.]

The Mexican Director General of International Trade Negotiations to the American Counselor for Economic and Commercial Affairs

SECRETARIA DE COMERCIO

DEPENDENCIA:
DIRECCION GENERAL DE NEGOCIACIONES COMERCIALES INTERNACIONALES.

No. DE OFICIO 2 - 597 | EXPEDIENTE

ASUNTO:

México, D. F., a 31 de Octubre de 1979.

SR. STEPHEN H. ROGERS.
Consejero para Asuntos Económicos
y Comerciales.
Embajada Americana.
Paseo de la Reforma No. 305.
México 5, D. F.

Estimado Señor Rogers:

Tengo el honor de referirme a su carta del día de hoy, la cual dice lo siguiente:

"Estimado Licenciado Garrido:

Tengo el honor de referirme a las negociaciones recientes entre funcionarios de nuestros dos gobiernos respecto a las concesiones arancelarias a ser intercambiadas entre los Estados Unidos Mexicanos y los Estados Unidos de América, como parte de las Negociaciones Comerciales Multilaterales.

A este respecto, tengo el honor de informarle a usted que en la expectativa de las concesiones a ser hechas por los Estados Unidos Mexicanos como parte de su accesión al Acuerdo General sobre Aranceles Aduaneros y Comercio, los Estados Unidos de América acuerdan reducir el arancel en los siguientes productos:

	Producto	Situación Arancelaria	
		Actual	Oferta
473.52	Litargirio	6.0%	2.4%
473.56	Plomo rojo	8.6%	3.4%
624.02	Plomo en bruto:		
	Plomo en barras.	5.2%	3.5%
624.03	Otro plomo en bruto.	5.1%	3.5%

77-975 0 - 88 - 3

Estas concesiones serán implementadas a la tasa más rápida permitida en la Ley de los Estados Unidos, empezando el 1o. de enero de 1980.

Hasta que el protocolo de accesión de los Estados Unidos Mexicanos al Acuerdo General sobre Aranceles Aduaneros y Comercio entre en vigor, los Estados Unidos tendrán el derecho para suspender o retirar totalmente o en parte esas concesiones.

Sinceramente.

Stephen H. Rogers.
Consejero para Asuntos Económicos
y Comerciales."

Para precisar aun más respecto a la implementación más rápida, es nuestro entendido que los productos arriba citados figurarán concesionados el 1o. de enero de 1980, cuando menos en los siguientes niveles, conforme a los términos de su carta:

473.52	Litargirio.	3%
473.56	Plomo rojo.	5.6%
624.02	Plomo en bruto:	
	Plomo en barras.	3.5%
624.03	Otro plomo en bruto.	3.5%

Por la presente y con las aclaraciones señaladas otorgo mi conformidad al contenido de esa carta.

Atentamente.
El Director General de Negociaciones
Comerciales Internacionales.

LIC. ABEL GARRIDO RUIZ.

JTS'pbr

TRANSLATION

United Mexican States
Department of Commerce
Bureau of International Trade Negotiations

Mexico, D.F., October 31, 1979

No. 2-597

Mr. Stephen H. Rogers
Counselor for Economic
and Commercial Affairs
American Embassy
Paseo de la Reforma 305
Mexico 5, D. F.

Dear Mr. Rogers:

I have the honor to refer to your letter of today's date which reads as follows:

[For the English language text, p. 3584.]

In order to be even more specific regarding the fastest implementation, it is our understanding that the aforementioned items will appear as concessions on January 1, 1980, at least at the following levels, in accordance with the terms of your letter:

473.52	Litharge	3%
473.56	Red Lead	5.6%
624.02	Unwrought Lead:	
	Lead in Bars	3.5%
624.03	Other Unwrought Lead	3.5%

With the clarifications mentioned, I herewith agree to the terms of your letter.

Sincerely,

Abel Garrido Ruiz

Abel Garrido Ruiz
Director General for
International Trade Negotiations

The American Counselor for Economic and Commercial Affairs to the Mexican Director General of International Trade Negotiations

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

November 8, 1979

Lic. Abel Garrido Ruiz
Director General of International
Trade Negotiations
Secretaríat of Commerce
Palacio Nacional
México, D. F.

Dear Lic. Garrido:

I wish to acknowledge the receipt of your letter dated October 31 and wish to note United States Government acceptance of this letter as part of the bilateral Tariff Concession Agreement.

Sincerely,

Stephen H. Rogers
Counselor for Economic and
Commercial Affairs

The Mexican Minister Counselor to the Assistant United States Trade Representative for Interagency Coordination

Embajada de México

No. 02[illegible]

File.

Washington, D.C., August 5, 1980.

Ms. Ann H. Hughes
Assistant United States Trade
Representative for Interagency Coordination
Office of the United States
Trade Representative,
1800 G Street, N.W.
Washington, D. C. 20506.

Dear Ms. Hughes,

1. I have the honor to refer to the exchange of letters of October 31, 1979 between our two Governments constituting an agreement relating to the duty on imports of certain lead products into the United States, and to recent conversations between officials of our Government as to the continuation in effect of some of the concessions provided for in that agreement. The Government of Mexico understands the United States' need to avoid a lower rate of duty for litharge and red lead than the rate applying to less processed lead products by providing for the matching of rates as indicated below.

2. The United Mexican States agrees to maintain at 10 percent ad valorem the duty on sheets or strips of aluminum dutiable under Mexican tariff heading number 76.03.A.002 and to maintain the freedom of such products from any import permit requirement. The United Mexican States understands that the United States may not be able, on the basis of its above offer, to maintain all its concessions in the October 31, 1979 agreement concerning four lead products and intends to suspend its concessions except to the extent set forth below.

3. Subject to paragraphs 4 and 5, the United States will maintain its duties on litharge and red lead as follows:

TSUS No.	Description	Remainder of 1980	Rates On and After January 1, 1981
473.52	Litharge	3.5 percent ad val.	3.5 percent ad val.
473.56	Red Lead	5.6 percent ad val.	3.5 percent ad val.

4. It is further understood that, should the United States reduce the rate of duty on unwrought lead other than bullion (TSUS Item 624.03) below 3.5 percent ad valorem, the United States will reduce similarly, in accordance with its staging authority, to the same level the rates of duty* on litharge (TSUS Item 473.52) and red lead (TSUS Item 473.56).

5. If at any time the United States raises the rate of duty on unwrought lead other than bullion (TSUS Item 624.03) to a rate above 3.5 percent ad valorem but not over 4 percent ad valorem, the United States reserves the right similarly to raise the rates of duty on litharge (TSUS Item 473.52) and red lead (TSUS Item 473.56) and the United Mexican States reserves its rights to renegotiate its concessions.

6. Either party may suspend or withdraw in whole or in part its concessions set forth in this letter.

Please advise me if your Government concurs in the above proposal.

Sincerely,

Florencio Acosta
Minister Counselor

* In this context, the rate of duty on litharge (TSUS Item 473.52) shall not be reduced below 3 percent ad valorem and the rate of duty on red lead (TSUS Item 473.56) shall not be reduced below 3.4 percent ad valorem.

The Assistant United States Trade Representative for Interagency Coordination to the Mexican Minister Counselor

OFFICE OF THE UNITED STATES
TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

August 5, 1980

Minister Counselor
Florencio Acosta
Embassy of Mexico
2829 16th Street, N.W.
Washington, D.C.

Dear Mr. Minister:

I have the honor to refer to your letter of today's date which reads as follows:

"Dear Ms. Hughes:

1. I have the honor to refer to the exchange of letters of October 31, 1979 between our two Governments constituting an agreement relating to the duty on imports of certain lead products into the United States, and to recent conversations between officials of our Governments as to the continuation in effect of some of the concessions provided for in that agreement. The Government of Mexico understands the United States' need to avoid a lower rate of duty for litharge and red lead than the rate applying to less processed lead products by providing for the matching of rates as indicated below.

2. The United Mexican States agrees to maintain at 10 percent ad valorem the duty on sheets or strips of aluminum dutiable under Mexican tariff heading number 76.03.A.002 and to maintain the freedom of such products from any import permit requirement. The United Mexican States understands that the United States may not be able, on the basis of its above offer, to maintain all its concessions in the October 31, 1979 agreement concerning four lead products and intends to suspend its concessions except to the extent set forth below.

3. Subject to paragraphs 4 and 5, the United States will maintain its duties on litharge and red lead as follows:

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473.52	Litharge	3.5 percent ad val.	3.5 percent ad val.
473.56	Red Lead	5.6 percent ad val.	3.5 percent ad val.

4. It is further understood that, should the United States reduce the rate of duty on unwrought lead other than bullion (TSUS Item 624.03) below 3.5 percent ad valorem, the United States will reduce similarly, in accordance with its staging authority, to the same level the rates of duty* on litharge (TSUS Item 473.52) and red lead (TSUS Item 473.56).

5. If at any time the United States raises the rate of duty on unwrought lead other than bullion (TSUS Item 624.03) to a rate above 3.5 percent ad valorem but not over 4 percent ad valorem, the United States reserves the right similarly to raise the rates of duty on litharge (TSUS Item 473.52) and red lead (TSUS Item 473.56) and the United Mexican States reserves its rights to renegotiate its concessions.

6. Either party may suspend or withdraw in whole or in part its concessions set forth in this letter.

Please advise me if your Government concurs in the above proposal.

Sincerely,

Florencio Acosta
Minister Counselor
of the Embassy of Mexico

* In this context, the rate of duty on litharge (TSUS Item 473.52) shall not be reduced below 3 percent ad valorem and the rate of duty on red lead (TSUS Item 473.56) shall not be reduced below 3.4 percent ad valorem."

I am happy to note my agreement with the contents of this letter.

Sincerely,

Ann H. Hughes
Assistant United States
Trade Representative for
Interagency Coordination

INDONESIA

Trade: Tokyo Round of the Multilateral Trade Negotiations—Concessions and Contributions

Memorandum of understanding signed at Jakarta November 29, 1979;
With exchange of letters
Signed at Jakarta December 20 and 27, 1979;
Entered into force January 1, 1980.
With related letter
Signed at Washington February 21, 1980.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA ON
THE MULTILATERAL TRADE NEGOTIATIONS

1. This memorandum sets forth the mutual trade concessions and contributions to the Multilateral Trade Negotiations agreed to by the Government of the United States of America and the Government of the Republic of Indonesia. Implementation of this understanding is dependent on the contingencies set forth in the following paragraphs.

2. In accordance with the provisions of paragraph five of the Tokyo Declaration,[1] Indonesia is prepared to make contributions to the Multilateral Trade Negotiations. In this regard, Indonesia notes that tariff reductions on a large number of items have been made in 1978 and in 1979.

(a) Indonesia is prepared to reduce and bind or bind the tariffs as specified in the offers column on the following items requested by the United States :

		Current Duty	Offer
ex 02.02	Frozen Turkeys	40%	40%
07.04.20	Dried, dehydrated or evaporated onions, whole, cut, sliced, broken or in powder but not further prepared	60%	60%
07.04.30	Dried, dehydrated or evaporated garlic in powder form	60%	60%
07.05.20	Dried peas, shelled, whether or not skinned or split	60%	60%
07.05.90	Other dried leguminous vegetables, shelled, whether or not skinned or split	60%	60%

[1] Dated Sept. 14, 1973. *Department of State Bulletin*, Oct. 8, 1973, p. 450.

08.02.90	Other citrus fruit, fresh or dried	Rp. 340,-/Kg.	60%
08.04.10	Fresh grapes	Rp. 340,-/Kg.	60%
08.04.20	Dried grapes	Rp. 340,-/Kg.	60%
11.01.90	Other cereal flour	5%	10%
15.07.05	Soybean oil	40%	40%
ex 16.02.90	Canned Turkeys	Rp.1,500,-/Kg.	60%
21.07.90	Vegetable proteins	50%	50%
39.07.90	Other articles of plastic material (sheer slit film)	60%	60%
84.18.69	Filtering machinery	30%	30%
84.06	Internal Combustion engines (CKD) over 1000 BHP but not over 1500 BHP:	10%	10%
84.06.10	for aircraft		
84.06.20	for tractors		
ex 88.03.00	Parts of aircraft: radar of aircraft	10% (suspended)	10%

(b) Indonesia has implemented tariff reductions on the following items requested by the United States as indicated:

		Current Duty	Offer
11.01.10	Cereal flour of wheat	5% (suspended)	Free
ex 28.30.20	Calcium chloride	15%	2.5%
29.35.90	Caprolactam	20%	2.5%
ex 29.04.90	Ethylene Glycol	20%	10%
30.03.40	Veterinary medicament	40%	5%
ex 35.04.00	Protein isolates	30%	10%
38.17.00	Preparation for fire extinguisher	20%	2.5%
40.11.80	Tires and tubes for airplanes	Rp.100.,-/Kg	Free
68.14.00	Friction material of asbestos	30%	5%
82.05.00	Interchangeable tools	30%	15%
87.01.39	Non-agricultural tractors (CKD)	10%	5%

3. The United States is prepared to reduce and bind the tariff rates on the following items:

		Current Duty	Offer
148.98	Prepared or preserved pineapples	0.75 cent/lb	0.25 cent/lb
161.43	Mace, bombay or wild, unground	9 cent/lb	Free
161.65	Nutmeg, ground	1.5 cent/lb	Free
176.33	Palm kernel oil, edible	0.5 cent/lb	Free
176.34	Palm oil, other than for use in the manufacture of iron or steel products, or for use of tin plates	3 cent/lb	0.5 cent/lb
ex 182.98	Shrimp chips	10 %	4 %
206.50	Wood handles, broom & mop 3/4 inch or more in diameter and 38 inches or more in length	4 %	Free
222.30	Woven or partly assembled material of unspun fibrous vegetable material of one or more of the materials bamboo, rattan or willow	14 %	7 %
222.44	Basket and rug, of unspun fibrous vegetable material, whether lined or not lined, other	8.5%	4.5%
222.64	Articles not specifically provided for, of unspun fibrous vegetable material, other	5 %	3 %
274.35	Paper and paperboard labels not printed	6 %	4.2%
366.46	Certain cotton tablecloths	9%	5.5%
366.77	Other plain woven cotton furnishing, nes	15%	7.2%
386.50	Men, boys cotton shoe uppers, not knitted, not ornamented	14 %	7 %
452.80	Other essential oils, excluding nutmeg oil, nspf	3 %	2.5%

ex 452.80	Nutmeg oil	3%	Free
687.58.31) 687.58.36) 687.58.37) 687.58.39) 687.58.43) 687.58.53) 687.58.81) 687.58.83)	Various integrated circuits and parts of semi-conductors	6%	4.2%
702.35	Headwear, Palm leaf or pandan and not over $3 per dozen	6.25%	2.5%
ex numerous	Hand painted batik (subject to whether a determination can be made to distinguish between hand painted and machine-painted batik, and if so, the adoption of mutually satisfactory certification system by Indonesia)	p.m.	p.m.
ex	Cloves cigarettes (subject to 60% tariff reduction, pending determination of classification)		

4. In addition, the United States is prepared to maintain and possibly improve the following offers depending on results of negotiations with other delegations:

		Current Duty	Offer
161.84	Pepper, capsicum	5.6%	pending
703.75	Other headwear	8.5%	pending
ex 188.50	Turpentine, gum & spirits of, and resin, other	5 %	pending

5. The United States of America notes that all the United States tariff reductions mentioned above will be bound and that the offer contained in paragraph 3 above will result in tariff rates of zero on those items for which Indonesia is a principal supplier to the United States (161.43, 161.65 and 702.35), with the exception of 702.35 which would be subject to a tariff of 2.5%.

6. Indonesia takes account of other tariff reductions offered by the United States of America with respect to 28 of the 36 items requested by Indonesia in the context of the Tropical Products negotiations in the MTN, including the implementation of the tariff reduction on 106.60 - frogs, fresh, chilled or frozen from 2.5% ad valorem to zero as of 1 October 1978. Furthermore, Indonesia takes account of other tariff reductions offered by the United States of America on 90 items requested by Indonesia, including 32 items on which the U.S. has offered the maximum reduction possible in accordance with U.S. statutory authority.

7. Non-tariff Measures. Both Indonesia and the United States of America agree to inform each other of modifications in their customs formalities. Indonesia agrees to eliminate the differential aspect of the registration fee for all processed food and drink items as of January 1, 1981. Indonesia notes that the sales tax assessed on imports is not greater than the sales tax assessed on domestically produced items.

8. This Memorandum of Understanding has been exchanged by the Government of the United States and the Government of the Republic of Indonesia at Jakarta on November 29, 1979.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

RADIUS PRAWIRO
Minister of Trade and Cooperatives

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

EDWARD E. MASTERS
Ambassador

[EXCHANGE OF LETTERS]

JAKARTA, INDONESIA

December 20, 1979

Darry Salim
Director for International
Trade Relations
Department of Trade
Jl. Abdul Muis 87
Jakarta, Indonesia

Dear Mr. Salim:

I have the honor to refer to the U.S.-Indonesian Memorandum of Understanding on the Multilateral Trade Negotiations.

I have been informed that the U.S. International Trade Commission views as inadequate the "p.m." designation under current and offered duties on hand painted batik. In order to preserve the Presidential authority to institute reduction on batik of the order of magnitude envisaged after January 3, 1980, it is necessary to include a specific figure.

Therefore, I am requesting your agreement to amend the text of the Memorandum of Understanding signed November 29, 1979. Such amendment would consist of the deletion of the phrase, repeated twice, quote p.m. unquote following the item ex numerous—hand painted batik and the insertion of the phrase quote subject to 50 percent tariff reduction unquote. Accordingly, the item would now read quote ex numerous—hand painted batik (subject to 50 percent tariff reduction and subject to whether a determination can be made to distinguish between hand painted and machine painted batik, and, if so, the adoption of a mutually satisfactory certification system by Indonesia).

In order to meet the U.S. statutory deadline I will need to receive your response as soon as possible but in no event no later than December 30, 1979.

Sincerely,
HENRY BARDACH

Henry Bardach
Counselor for Economic
and Commercial Affairs

cc: Mr. Taihitu, DEPLU

REPUBLIK INDONESIA
DEPARTEMEN PERDAGANGAN DAN KOPERASI
Jalan Abdul Muis No. 87, JAKARTA, Telepon 376208

Nomor : 989/HLu/XII/79
Lampiran :
Perihal :

Jakarta, December 27, 1979

Mr. Henry Bardach
Counselor for Economic and
Commercial Affairs
The Embassy of the United
States of America
Jalan Merdeka Selatan 5
Jakarta

Dear Mr.Bardach,

I have the honor to refer to the US - Indonesian Memorandum of Understanding on the Multilateral Trade Negotiations (MTN).
I understand that in order for your Government to retain its statutory authority to reduce tariffs on hand-painted batiks of interest to Indonesia it is necessary to amend the text of that Memorandum of Understanding. Such amendment would consist of the deletion of the phrase p.m. following the item ex numerous - hand painted batiks and the insertion of the phrase subject to 50 percent tariff reduction .
Accordingly , the item would now read : ex numerous - hand painted batiks (subject to 50 percent tariff reduction and subject to whether a determination can be made to distinguish between hand-painted and machine-painted batik, and, if so, the adoption of a mutually satisfactory certification system by Indonesia).

I further have the honor to inform you that such an amendment is acceptable to my Government.

Thank you for your kind attention,

Sincerely yours,

[SEAL] Darry Salim
Director for External Trade
Relations
Department of Trade and
Cooperatives.

Cc. Director General of Foreign Trade.

[RELATED LETTER]

OFFICE OF THE UNITED STATES
TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

February 21, 1980

His Excellency
D. Ashari
Ambassador of the
Embassy of the Republic
of Indonesia
2020 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Dear Mr. Ambassador:

I refer to the Memorandum of Understanding between our two Governments on the Multilateral Trade Negotiations, signed November 29, 1979, and to the exchange of notes of December 20 and 27, 1979 relating to that Memorandum.

In order to comply with certain technical legal requirements, the United States intends to treat these documents as an agreement between our two Governments as contracting parties to GATT, effective January 1, 1980 when Schedule XX (United States) to the Geneva (1979) Protocol and Schedule XXI (Indonesia) to the Supplementary Protocol [1] both became schedules to GATT.

Some of the tariff provisions in the bilateral agreement have been superseded by these two schedules to GATT. It is intended that the United States commitments in the November and December documents which are not already in Schedule XX will be made a part thereof by the GATT certification procedure. The United States also intends to notify the November Memorandum to the GATT Secretariat.

Sincerely,

Robert C. Cassidy, Jr.
General Counsel

[1] TIAS 9629, 10559; 31 UST 1015.

AUSTRIA

Double Taxation: Estates, Inheritances, Gifts and Generation-Skipping Transfers

Convention signed at Vienna June 21, 1982;
Transmitted by the President of the United States of America to the Senate August 10, 1982 (Treaty Doc. No. 97-26, 97th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations September 24, 1982 (S. Ex. Rept. No. 97-60, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 30, 1982;
Ratified by the President October 22, 1982;
Ratified by Austria March 17, 1983;
Ratifications exchanged at Washington April 13, 1983;
Proclaimed by the President April 25, 1983;
Entered into force July 1, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the Republic of Austria for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Estates, Inheritances, Gifts, and Generation-Skipping Transfers was signed at Vienna on June 21, 1982, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of September 30, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on October 22, 1982, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Austria;

The instruments of ratification of the Convention were exchanged at Washington on April 13, 1983, and accordingly the Convention enters into force on July 1, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after July 1, 1983, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-fifth day of April in the year of our Lord one thousand nine hundred eighty-three and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
KENNETH W. DAM
Acting Secretary of State

CONVENTION

between the United States of America and the Republic of Austria for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Estates, Inheritances, Gifts, and Generation-Skipping Transfers

The United States of America and the Republic of Austria, desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates, inheritances, gifts, and generation-skipping transfers,

have agreed as follows:

Article 1

SCOPE

1. Except as otherwise provided in this Convention, this Convention shall apply to:

a) transfers of estates of individuals whose domicile at their death was in one or both of the Contracting States;

b) transfers of property by gift of individuals whose domicile at the time of gift was in one or both of the Contracting States; and

c) generation-skipping transfers of deemed transferors whose domicile at the time of deemed transfer was in one or both of the Contracting States.

2. This Convention shall not restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded:

a) by the laws of either Contracting State; or

b) by any other agreement between the Contracting States.

ABKOMMEN

zwischen den Vereinigten Staaten von Amerika und der Republik Österreich zur Vermeidung der Doppelbesteuerung und zur Verhinderung der Steuerumgehung auf dem Gebiet der Nachlaß-,Erbschafts- und Schenkungssteuern sowie der Steuern auf generationenwechselnde Vermögensübertragungen

Die Vereinigten Staaten von Amerika und die Republik Österreich, vom Wunsche geleitet, ein Abkommen zur Vermeidung der Doppelbesteuerung und zur Verhinderung der Steuerumgehung auf dem Gebiete der Nachlaß-, Erbschafts- und Schenkungssteuern sowie der Steuern auf generationenwechselnde Vermögensübertragungen abzuschließen,

sind übereingekommen wie folgt:

Artikel 1

GELTUNGSBEREICH

1. Sofern in diesem Abkommen nichts anderes bestimmt ist, gilt dieses Abkommen für

a) Nachlässe von Erblassern, die im Zeitpunkt ihres Todes einen Wohnsitz in einem Vertragsstaat oder in beiden Vertragsstaaten hatten;

b) Schenkungen von natürlichen Personen, die im Zeitpunkt der Schenkung einen Wohnsitz in einem Vertragsstaat oder in beiden Vertragsstaaten hatten; und

c) generationenwechselnde Vermögensübertragungen, wenn der angenommene Geber im Zeitpunkt der angenommenen Übertragung einen Wohnsitz in einem der Vertragsstaaten oder in beiden Vertragsstaaten hatte.

2. Dieses Abkommen schränkt in keiner Weise Ausnahmen, Befreiungen, Abzüge, Anrechnungen oder andere Begünstigungen ein, die derzeit oder künftig entweder

a) nach dem Recht der Vertragsstaaten oder

b) durch ein anderes Übereinkommen zwischen den Vertragsstaaten gewährt werden.

Article 2

TAXES COVERED

1. The taxes to which this Convention applies are:

a) In the United States: the Federal estate tax; the Federal gift tax; and the Federal tax on generation-skipping transfers.

b) In Austria: the inheritance and gift tax.

2. This Convention shall apply also to any identical or substantially similar taxes which are imposed by a Contracting State after the date of signature of this Convention in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any changes which have been made in their respective taxation laws and shall notify each other of any official published material concerning the application of this Convention, including explanations, regulations, rulings, and judicial decisions.

3. For the purpose of Article 10, this Convention shall also apply to taxes of every kind and description imposed by a Contracting State or a political subdivision or local authority thereof. For the purpose of Article 12, this Convention shall also apply to taxes of every kind imposed by a Contracting State.

Artikel 2

UNTER DAS ABKOMMEN FALLENDE STEUERN

1. Die Steuern, für die das Abkommen gilt, sind

a) in den Vereinigten Staaten: die Bundeserbschaftssteuer; die Bundesschenkungssteuer; und die Bundessteuer auf generationenwechselnde Vermögensübertragungen;

b) in Österreich: die Erbschafts- und Schenkungssteuer.

2. Das Abkommen gilt auch für alle Steuern gleicher oder im wesentlichen ähnlicher Art, die nach der Unterzeichnung des Abkommens neben den bestehenden Steuern oder an deren Stelle erhoben werden. Die zuständigen Behörden der Vertragsstaaten teilen einander die in ihren Steuergesetzen eingetretenen Änderungen sowie alle amtlichen Veröffentlichungen betreffend die Anwendung des Abkommens einschließlich Erläuterungen, Verordnungen, Richtlinien und gerichtlicher Erkenntnisse mit.

3. Im Sinne des Artikels 10 gilt das Abkommen für Steuern jeder Art und Bezeichnung, die von einem Vertragsstaat oder einer seiner Gebietskörperschaften erhoben werden. Im Sinne des Artikels 12 gilt das Abkommen für Steuern jeder Art, die von einem Vertragsstaat erhoben werden.

Article 3

GENERAL DEFINITIONS

1. For the purpose of this Convention:

a) the term "United States" means the United States of America, but does not include Puerto Rico, the Virgin Islands, Guam, or any other United States possession or territory;

b) the term "Austria" means the Republic of Austria;

c) the terms "Contracting State" and "the other Contracting State" mean the United States or Austria, as the context requires;

d) the term "competent authority" means:

i) in the United States: the Secretary of the Treasury or his delegate, and

ii) in Austria: the Federal Minister of Finance.

2. As regards the application of this Convention by a Contracting State, any term not defined therein shall, unless the context otherwise requires and subject to the provisions of Article 11, have the meaning which it has under the laws of that State

Artikel 3

ALLGEMEINE BEGRIFFSBESTIMMUNGEN

1. Im Sinne dieses Abkommens

a) umfaßt der Ausdruck „Vereinigte Staaten" die Vereinigten Staaten von Amerika, nicht jedoch Puerto Rico, die Jungfern-Inseln, Guam und andere Besitzungen oder Territorien der Vereinigten Staaten;

b) umfaßt der Ausdruck „Österreich" die Republik Österreich;

c) bedeuten die Ausdrücke „ein Vertragsstaat" und „der andere Vertragsstaat", je nach dem Zusammenhang, die Vereinigten Staaten oder Österreich;

d) bedeutet der Ausdruck „zuständige Behörde"

i) in den Vereinigten Staaten: den Sekretär des Schatzamtes oder seinen Bevollmächtigten;

ii) in Österreich: den Bundesminister für Finanzen.

2. Bei der Anwendung des Abkommens durch einen Vertragsstaat hat, wenn der Zusammenhang nichts anderes erfordert und vorbehaltlich der Bestimmungen des Artikels 11, jeder im Abkommen nicht definierte Ausdruck die Bedeutung, die ihm

concerning the taxes to which this Convention applies.

nach dem Recht dieses Staates über die Steuern zukommt, für die das Abkommen gilt.

Article 4

FISCAL DOMICILE

1. For the purposes of this Convention, an individual has a domicile:

a) in the United States, if he is a resident thereof under United States law;

b) in Austria, if he is resident („Wohnsitz" oder „gewöhnlicher Aufenthalt") in Austria for the purposes of Austrian tax.

2. Whereby reason of the provisions of paragraph 1 an individual was domiciled in both Contracting States, then, subject to the provisions of paragraph 3, his status shall be determined as follows:

a) the individual shall be deemed to have been domiciled in the State in which he had a permanent home available; if such individual had a permanent home available in both States, he shall be deemed to have been domiciled in the State with which his personal and economic relations were closer (center of vital interests);

b) if the State to which the individual's center of vital interests was closer cannot be determined, or if he had no permanent home available in either State, he shall be deemed to have been domiciled in the State in which he had an habitual abode;

c) if the individual had an habitual abode in both States or in neither of them, the domicile shall be deemed to be in the State of which he was a citizen;

d) if the individual was a citizen of both States or of neither of them, the competent authorities of the Contracting States shall endeavor to settle the question by mutual agreement.

3. Where an individual was

a) a citizen of one Contracting State, but not the other Contracting State,

b) within the meaning of paragraph 1 domiciled in both Contracting States, and

c) within the meaning of paragraph 1 domiciled in the other Contracting State in the aggregate less than five years (including periods of temporary absence) during the preceding ten-year period,

then the domicile of that individual shall be deemed, notwithstanding the provisions of paragraph 2, to have been in the Contracting State of which the individual was a citizen.

Artikel 4

STEUERLICHER WOHNSITZ

1. Im Sinne dieses Abkommens hat eine natürliche Person einen Wohnsitz:

a) in den Vereinigten Staaten, wenn sie nach dem Recht der Vereinigten Staaten dort ansässig ist;

b) in Österreich, wenn sie für Zwecke der österreichischen Besteuerung in Österreich ansässig (Wohnsitz oder gewöhnlicher Aufenthalt) ist.

2. Ist nach Absatz 1 eine natürliche Person in beiden Vertragsstaaten wohnhaft, so gilt vorbehaltlich Absatz 3 folgendes:

a) Der Wohnsitz der natürlichen Person gilt als in dem Staat gelegen, in dem sie über eine ständige Wohnstätte verfügte; verfügte sie in beiden Staaten über eine ständige Wohnstätte, so gilt ihr Wohnsitz als in dem Staat gelegen, zu dem sie die engeren persönlichen und wirtschaftlichen Beziehungen hatte (Mittelpunkt der Lebensinteressen);

b) kann nicht bestimmt werden, in welchem Staat die natürliche Person den Mittelpunkt ihrer Lebensinteressen hatte, oder verfügte sie in keinem der Staaten über eine ständige Wohnstätte, so gilt sie als in dem Staat wohnhaft, in dem sie ihren gewöhnlichen Aufenthalt hatte;

c) hatte die natürliche Person ihren gewöhnlichen Aufenthalt in beiden Staaten oder in keinem der Staaten, so gilt ihr Wohnsitz als im dem Staat gelegen, dessen Staatsbürgerschaft sie besaß;

d) besaß die natürliche Person die Staatsbürgerschaft beider Staaten oder keines der Staaten, so werden sich die zuständigen Behörden der Vertragsstaaten bemühen, die Frage in gegenseitigem Einvernehmen zu regeln.

3. War eine natürliche Person

a) Staatsbürger nur eines der Vertragsstaaten,

b) im Sinne des Absatzes 1 in beiden Vertragsstaaten wohnhaft und

c) während eines vorangehenden Zeitraumes von zehn Jahren insgesamt weniger als fünf Jahre (einschließlich vorübergehender Abwesenheit) im Sinne des Absatzes 1 im anderen Vertragsstaat wohnhaft,

gilt die natürliche Person ungeachtet der Bestimmungen des Absatzes 2 als in dem Staat wohnhaft, dessen Staatsbürger sie war.

Article 5

REAL PROPERTY

1. Transfers and deemed transfers by an individual domiciled in a Contracting State of real property which is situated in the other Contracting State may be taxed by that other State.

2. The term "real property" shall have the meaning which it has under the law of the Contracting State in which the property in question is situated. The term shall in any case include property accessory to real property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of real property, and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources, and other natural resources; ships, boats, and aircraft shall not be regarded as real property.

Artikel 5

UNBEWEGLICHES VERMÖGEN

1. Übertragungen und angenommene Übertragungen von unbeweglichem Vermögen, das im anderen Vertragsstaat liegt, durch eine in einem Vertragsstaat wohnhafte natürliche Person, dürfen im anderen Vertragsstaat besteuert werden.

2. Der Ausdruck „unbewegliches Vermögen" bestimmt sich nach dem Recht des Vertragsstaats, in dem das Vermögen liegt. Der Ausdruck umfaßt in jedem Fall das Zubehör zum unbeweglichen Vermögen, das lebende und tote Inventar land- und forstwirtschaftlicher Betriebe, die Rechte, auf die die Vorschriften des Privatrechts über Grundstücke Anwendung finden, die Nutzungsrechte an unbeweglichem Vermögen sowie die Rechte auf veränderliche oder feste Vergütungen für die Ausbeutung oder das Recht auf Ausbeutung von Mineralvorkommen, Quellen und anderen Bodenschätzen; Schiffe und Luftfahrzeuge gelten nicht als unbewegliches Vermögen.

Article 6

BUSINESS PROPERTY OF A PERMANENT ESTABLISHMENT AND ASSETS PERTAINING TO A FIXED BASE USED FOR THE PERFORMANCE OF INDEPENDENT PERSONAL SERVICES

1. Except for assets referred to in Article 5, transfers and deemed transfers of assets by an individual domiciled in a Contracting State, forming part of the business property of a permanent establishment situated in the other Contracting State, may be taxed by that other State.

2. For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

3. The term "permanent establishment" shall include especially:
a) a branch;
b) an office;
c) a factory;
d) a workshop; and
e) a mine, oil or gas well, quarry, or any other place of extraction of natural resources.

4. A building site or construction or installation project, or an installation or drilling rig or ship being used for the exploration or development of natural resources, constitutes a permanent establishment in a Contracting State only if it has remained in that State more than twelve months.

Artikel 6

VERMÖGEN EINER BETRIEBSSTÄTTE UND VERMÖGEN EINER DER AUSÜBUNG EINES FREIEN BERUFES DIENENDEN FESTEN EINRICHTUNG

1. Übertragungen und angenommene Übertragungen von Vermögen, das Betriebsvermögen einer im anderen Staat gelegenen Betriebsstätte eines Unternehmens darstellt — ausgenommen das nach Artikel 5 zu behandelnde Vermögen —, durch eine in einem Vertragsstaat wohnhafte natürliche Person, dürfen im anderen Vertragsstaat besteuert werden.

2. Im Sinne des Abkommens bedeutet der Ausdruck „Betriebsstätte" eine feste Geschäftseinrichtung, in der die Tätigkeit des Unternehmens ganz oder teilweise ausgeübt wird.

3. Der Ausdruck „Betriebsstätte" umfaßt insbesondere
a) eine Zweigniederlassung,
b) eine Geschäftsstelle,
c) eine Fabrikationsstätte,
d) eine Werkstätte,
e) ein Bergwerk, ein Öl- oder Gasvorkommen, einen Steinbruch oder eine andere Stätte der Ausbeutung von Bodenschätzen.

4. Bauausführungen, Montagen oder dem Aufsuchen oder Gewinnen von Bodenschätzen dienende Einrichtungen, Bohrtürme oder -schiffe, begründen nur dann eine Betriebsstätte in einem Vertragsstaat, wenn sie in diesem Staat länger als zwölf Monate bestanden haben.

5. Notwithstanding the preceding provisions of this Article, the term "permanent establishment" shall be deemed not to include:

a) the use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

b) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display, or delivery;

c) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

d) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or of collecting information, for the enterprise;

e) the maintenance of a fixed place of business solely for the purpose of carrying on, for the enterprise, any other activity of a preparatory or auxiliary character;

f) the maintenance of a fixed place of business solely for any combination of the activities mentioned in subparagraphs a) to e).

6. Except for assets described in Article 5, transfers and deemed transfers of assets by an individual domiciled in a Contracting State, pertaining to a fixed base situated in the other Contracting State and used for the performance of independent personal services, may be taxed by that other State.

5. Ungeachtet der vorstehenden Bestimmungen dieses Artikels gelten nicht als Betriebsstätten:

a) Einrichtungen, die ausschließlich zur Lagerung, Ausstellung oder Auslieferung von Gütern oder Waren des Unternehmens benutzt werden;

b) Bestände von Gütern oder Waren des Unternehmens, die ausschließlich zur Lagerung, Ausstellung oder Auslieferung unterhalten werden;

c) Bestände von Gütern oder Waren des Unternehmens, die ausschließlich zu dem Zweck unterhalten werden, durch ein anderes Unternehmen bearbeitet oder verarbeitet zu werden;

d) eine feste Geschäftseinrichtung, die ausschließlich zu dem Zweck unterhalten wird, für das Unternehmen Güter oder Waren einzukaufen oder Informationen zu beschaffen;

e) eine feste Geschäftseinrichtung, die ausschließlich zu dem Zweck unterhalten wird, für das Unternehmen andere Tätigkeiten auszuüben, die vorbereitender Art sind oder eine Hilfstätigkeit darstellen;

f) eine feste Geschäftseinrichtung, die ausschließlich zu dem Zweck unterhalten wird, mehrere der unter den Buchstaben a bis e genannten Tätigkeiten auszuüben.

6. Übertragungen und angenommene Übertragungen von Vermögen, das zu einer im anderen Staat gelegenen und der Ausübung von selbständiger Arbeit dienenden festen Einrichtung gehört — ausgenommen das nach Artikel 5 zu behandelnde Vermögen —, durch eine in einem Vertragsstaat wohnhafte natürliche Person, dürfen im anderen Vertragsstaat besteuert werden.

Article 7

PROPERTY NOT EXPRESSLY MENTIONED

1. Subject to the provisions of paragraph 1 of Article 9, transfers and deemed transfers of property other than property referred to in Articles 5 and 6, by an individual domiciled in a Contracting State, shall be taxable only by that State.

2. If by the law of a Contracting State any right or interest is regarded as property not falling within Articles 5 or 6, but by the law of the other Contracting State that right or interest is regarded as property falling within those Articles, then the nature of the right or interest shall be determined by the law of the Contracting State which is not the State of the deceased's, deemed transferor's or donor's domicile.

Artikel 7

NICHT AUSDRÜCKLICH ERWÄHNTES VERMÖGEN

1. Vorbehaltlich der Bestimmungen von Artikel 9 Absatz 1 dürfen Übertragungen und angenommene Übertragungen von Vermögen, das nicht nach den Artikeln 5 oder 6 zu behandeln ist, durch eine in einem Vertragsstaat wohnhafte natürliche Person nur in diesem Staat besteuert werden.

2. Fallen nach dem Recht eines Vertragsstaates Anteilsrechte oder andere Rechte nicht unter Artikel 5 oder 6, fallen derartige Rechte aber nach dem Recht des anderen Vertragsstaates unter diese Artikel, so wird das Wesen dieser Rechte nach dem Recht des Vertragsstaats bestimmt, in dem sich nicht der Wohnsitz des Verstorbenen, des angenommenen Gebers oder des Geschenkgebers befindet.

Article 8

DEDUCTIONS AND EXEMPTIONS

1. Debts especially secured on any property referred to in Article 5 shall be deducted from or shall reduce the value of that property. Debts, not being especially secured on any property referred to in Article 5, which are represented by the acquisition, conversion, repair or upkeep of any such property, shall be deducted from the value of that property.

2. Subject to paragraph 1, debts pertaining to a permanent establishment referred to in paragraph 1 of Article 6 or to a fixed base referred to in paragraph 6 of Article 6 shall be deducted from the value of the permanent establishment or the fixed base, as the case may be.

3. If a debt exceeds the value of the property from which it is deductible or whose value it reduces in a Contracting State, according to paragraphs 1 or 2, the excess shall be deducted from the value of any other property taxable by that State.

4. Other debts shall be deducted from the value of property to which paragraph 1 of Article 7 applies.

5. Any excess still remaining in one Contracting State after the deductions referred to in paragraphs 3 or 4 shall be deducted from the value of the property liable to tax in the other Contracting State.

6. Notwithstanding the provisions of paragraph 2 of Article 1, if any debt is deducted in accordance with the provisions of this Article, no deduction shall be allowed for any debt pursuant to a law of a Contracting State providing for a different allocation.

Artikel 8

SCHULDENABZUG UND BEFREIUNGEN

1. Schulden, die durch das in Artikel 5 genannte Vermögen besonders gesichert sind, werden vom Wert dieses Vermögens abgezogen oder mindern den Wert dieses Vermögens. Schulden, die zwar nicht durch das in Artikel 5 genannte Vermögen besonders gesichert sind, die aber im Zusammenhang mit dem Erwerb, der Verbesserung, der Instandsetzung oder der Instandhaltung solchen Vermögens entstanden sind, werden vom Wert dieses Vermögens abgezogen.

2. Vorbehaltlich des Absatzes 1 werden Schulden, die mit einer Betriebsstätte im Sinne des Artikels 6 Absatz 1 oder mit einer festen Einrichtung im Sinne des Artikels 6 Absatz 6 zusammenhängen, vom Wert der Betriebsstätte oder vom Wert der festen Einrichtung abgezogen.

3. Übersteigt eine Schuld den Wert des Vermögens, von dem sie in einem Vertragsstaat nach den Absätzen 1 oder 2 abzuziehen ist oder dessen Wert sie mindert, so wird der übersteigende Betrag vom Wert des übrigen Vermögens, das in diesem Staat besteuert werden darf, abgezogen.

4. Andere Schulden werden vom Wert des Vermögens abgezogen, auf das Artikel 7 Absatz 1 anzuwenden ist.

5. Verbleibt nach den Abzügen, die auf Grund der Absätze 3 oder 4 vorzunehmen sind, in einem Vertragsstaat ein Schuldenrest, so wird dieser vom Wert des Vermögens, das im anderen Vertragsstaat besteuert werden darf, abgezogen.

6. Wird eine Schuld in Übereinstimmung mit den Bestimmungen dieses Artikels abgezogen, so ist ungeachtet des Artikels 1 Absatz 2 kein Schuldenabzug nach dem Recht eines Vertragsstaates, das eine andere Schuldenaufteilung vorsieht, zulässig.

Article 9

METHODS FOR ELIMINATION OF DOUBLE TAXATION

1. The provisions of this Convention shall not preclude the United States from taxing transfers or deemed transfers by its citizens, in accordance with the provisions of its law, as if this Convention had not come into effect. For this purpose the term "citizen" shall include a former citizen whose loss of citizenship had as one of its principal purposes the avoidance of tax (including, for this purpose, federal income tax), but only for a period of ten years

Artikel 9

METHODEN ZUR VERMEIDUNG DER DOPPELBESTEUERUNG

1. Die Vereinigten Staaten werden durch die Bestimmungen dieses Abkommens nicht daran gehindert, Vermögensübertragungen sowie angenommene Vermögensübertragungen ihrer Staatsbürger nach ihrem Recht so zu besteuern, als ob das Abkommen nicht in Kraft getreten wäre. In diesem Zusammenhang umfaßt der Ausdruck „Staatsbürger" auch ehemalige Staatsbürger, bei denen der Grund für den Verlust der Staatsbürgerschaft vor-

following such loss. The provisions of this paragraph shall not affect the benefits conferred by paragraphs 2, 3, and 6 of this Article, or by Articles 10 or 11.

2. Where the United States imposes tax by reason of an individual's domicile therein or citizenship thereof, double taxation shall be avoided in the following manner:

a) where Austria imposes tax with respect to a transfer or deemed transfer of property in accordance with Articles 5 or 6, the United States shall allow as a credit against the tax calculated according to its law with respect to such transfer or deemed transfer an amount equal to the tax paid to Austria with respect to such transfer or deemed transfer;

b) if the individual was a citizen of the United States and was domiciled in Austria at the date of his death, gift, or deemed transfer, then the United States shall allow as a credit against the tax calculated according to its law with respect to the transfer or deemed transfer of property (other than property whose transfer or deemed transfer the United States may tax in accordance with Articles 5 or 6), an amount equal to the tax paid to Austria with respect to such transfer or deemed transfer. This subparagraph shall not apply to a former United States citizen whose loss of citizenship had as one of its principal purposes the avoidance of United States tax (including, for this purpose, federal income tax).

3. If the United States imposes tax upon the transfer of an estate, the credit allowed by paragraph 2 shall include credit for any tax imposed by Austria upon a prior gift of property made by the decedent, if the transfer of such property is subject to tax on the transfer of the estate imposed by the United States.

4. Any credit allowed by paragraphs 2 or 3 of this Article shall not exceed the part of the United States tax, as computed before the credit is given, which is attributable to the transfer or deemed transfer of property in respect of which a credit is allowable under such paragraphs.

nehmlich die Steuervermeidung (in diesem Zusammenhang einschließlich der Bundeseinkommensteuer) war; dies gilt jedoch nur für einen Zeitraum von zehn Jahren nach Verlust der Staatsbürgerschaft. Die Bestimmungen dieses Absatzes berühren nicht die durch die Absätze 2, 3 und 6 dieses Artikels oder die durch die Artikel 10 oder 11 eingeräumten Vorteile.

2. Besteuern die Vereinigten Staaten auf Grund des Wohnsitzes oder der Staatsbürgerschaft einer natürlichen Person, wird die Doppelbesteuerung wie folgt vermieden:

a) besteuert Österreich Vermögensübertragungen und angenommene Vermögensübertragungen gemäß Artikel 5 oder 6, so rechnen die Vereinigten Staaten auf die nach ihrem Recht von solchen Vermögensübertragungen und angenommenen Vermögensübertragungen erhobenen Steuern den Betrag an, der der in Österreich von diesen Vermögensübertragungen und angenommenen Vermögensübertragungen gezahlten Steuer entspricht;

b) war die natürliche Person Staatsbürger der Vereinigten Staaten und im Zeitpunkt ihres Todes, der Schenkung oder der angenommenen Vermögensübertragung in Österreich wohnhaft, rechnen die Vereinigten Staaten auf die nach ihrem Recht erhobenen Steuern von Übertragungen und angenommenen Übertragungen von Vermögen (ausgenommen Vermögen, dessen Übertragung oder angenommene Übertragung die Vereinigten Staaten gemäß Artikel 5 oder 6 besteuern dürfen) den Betrag an, der der in Österreich von diesen Vermögensübertragungen und angenommenen Vermögensübertragungen gezahlten Steuer entspricht. Die Bestimmungen dieses Unterabsatzes gelten nicht für ehemalige Staatsbürger der Vereinigten Staaten, bei denen der Grund für den Verlust der Staatsbürgerschaft vornehmlich die Vermeidung von Steuern der Vereinigten Staaten (in diesem Zusammenhang einschließlich der Bundeseinkommensteuer) war.

3. Besteuern die Vereinigten Staaten die Vermögensübertragung eines Nachlasses, so schließt die in Absatz 2 gewährte Steueranrechnung jene Steuerbeträge ein, die von Österreich auf Vorschenkungen des Erblassers erhoben wurden, sofern die Übertragung dieses Vermögens in den Vereinigten Staaten der Nachlaßbesteuerung unterliegt.

4. Die Anrechnung gemäß Absatz 2 und 3 darf jedoch den Teil der vor der Anrechnung ermittelten Steuer der Vereinigten Staaten nicht übersteigen, die auf die Übertragung oder die angenommene Übertragung von Vermögen entfällt, für das die Steueranrechnung gemäß diesen Absätzen zulässig ist.

5. Where Austria imposes tax by reason of the decedent's or the donor's domicile, double taxation shall be avoided in the following manner:

a) Austria shall exempt from tax any property which, in relation to the same event, may be taxed in the United States in accordance with the provisions of Articles 5 and 6;

b) Austria shall also exempt from tax any property which, in relation to a previous gift or deemed transfer and in accordance with Articles 5 to 7 of the Convention may have been taxed in the United States; however, it shall not exempt any property which it may have taxed in accordance with Articles 5 and 6 of the Convention;

c) Austria may in calculating the amount of tax on any remaining property take into account the exempted property.

6. Any claim for credit of Austrian tax or for refund of United States tax founded on the provisions of this Article may be made until two years after the final determination (administrative or judicial) and payment of tax for which any credit under this Article is claimed, provided that the determination and payment are made within ten years of the date of death, gift, or deemed transfer. The competent authorities may by mutual agreement extend the ten year time limit if circumstances prevent the determination and payment within such period of the taxes which are the subject of the claim for credit. Any refund based solely on the provisions of this Convention shall be made without payment of interest on the amount so refunded.

5. Besteuert Österreich auf Grund des Wohnsitzes des Verstorbenen oder des Geschenkgebers, wird die Doppelbesteuerung wie folgt vermieden:

a) Österreich nimmt Vermögen, das auf Grund desselben steuerlichen Tatbestandes gemäß Artikel 5 und 6 in den Vereinigten Staaten besteuert werden darf, von der Besteuerung aus;

b) Österreich nimmt außerdem Vermögen, das auf Grund einer Vorschenkung oder angenommenen Vermögensübertragung gemäß Artikel 5 bis 7 dieses Abkommens in den Vereinigten Staaten besteuert werden durfte, von der Besteuerung aus; Vermögen, das gemäß Artikel 5 und 6 dieses Abkommens in Österreich besteuert werden durfte, wird jedoch nicht von der Besteuerung ausgenommen;

c) Österreich darf bei der Festsetzung der Steuer für das übrige Vermögen das von der Besteuerung ausgenommene Vermögen mitberücksichtigen.

6. Ansprüche auf Anrechnung der österreichischen Steuer oder auf Erstattung der Steuer der Vereinigten Staaten gemäß diesem Artikel können bis spätestens zwei Jahre nach der endgültigen Festsetzung (durch Verwaltungsbehörden oder Gerichte) und Zahlung der Steuer, für die die Anrechnung gemäß diesem Artikel beansprucht wird, geltend gemacht werden, vorausgesetzt, die Festsetzung und Zahlung erfolgte innerhalb eines Zeitraumes von zehn Jahren nach dem Zeitpunkt des Todes, der Schenkung oder der angenommenen Vermögensübertragung. Die zuständigen Behörden können in gegenseitigem Einvernehmen die Zehnjahresfrist verlängern, falls Umstände eintreten, die die Festsetzung oder Zahlung der Steuern, die dem Anspruch auf Anrechnung zugrunde liegen, verhindern. Erstattungsansprüche, die sich nur auf dieses Abkommen gründen, werden nicht verzinst.

Article 10

NON-DISCRIMINATION

1. Citizens of a Contracting State shall not be subjected in the other State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which citizens of that other State in the same circumstances are or may be subjected. This provision shall also apply to persons who are not domiciled in a Contracting State. However, for purposes of United States taxation United States citizens not domiciled in the United States are not in the same circumstances as citizens of Austria not domiciled in the United States.

Artikel 10

GLEICHBEHANDLUNG

1. Staatsbürger eines Vertragsstaats dürfen im anderen Vertragsstaat keiner Besteuerung oder damit zusammenhängenden Verpflichtung unterworfen werden, die anders oder belastender ist als die Besteuerung und die damit zusammenhängenden Verpflichtungen, denen Staatsbürger des anderen Staates unter gleichen Verhältnissen unterworfen sind oder unterworfen werden können. Diese Bestimmung gilt auch für Personen, die in keinem Vertragsstaat wohnhaft sind. Für Zwecke der Besteuerung in den Vereinigten Staaten befinden sich Staatsbürger der Vereinigten Staaten, die nicht in den Vereinigten Staaten wohnhaft sind, nicht in den gleichen Verhältnissen wie Staatsbürger Österreichs, die nicht in den Vereinigten Staaten wohnhaft sind.

2. Corporations created or organized under the laws of either Contracting State, the capital of which is wholly or partly owned or controlled directly or indirectly by one or more individual residents of the United States, shall not be subject in Austria to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which such corporations would be subject if their capital were similarly owned or controlled by individual residents of Austria. The principle of the preceding sentence shall apply equally to United States taxation of corporations created or organized under the laws of either Contracting State which are wholly or partly owned, directly or indirectly, by one or more individual residents of Austria.

3. The provisions of this Article shall apply to taxes of every kind and description imposed by a Contracting State or a political subdivision or local authority thereof.

Article 11

MUTUAL AGREEMENT PROCEDURE

1. Where a person considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with the provisions of this Convention, he may, irrespective of the remedies provided by the domestic laws of those States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. Such presentation must be made within one year after a claim, under this Convention, for exemption, credit, or refund has been finally settled or rejected.

2. The competent authority shall endeavor, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation not in accordance with the Convention. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Contracting States.

3. The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Convention. They may also consult together for the elimination of double taxation in cases not provided for in the Convention.

2. Die nach dem Recht eines der beiden Staaten errichteten Körperschaften, deren Kapital ganz oder teilweise, unmittelbar oder mittelbar einer in den Vereinigten Staaten ansässigen natürlichen Person oder mehreren solchen Personen gehört oder ihrer Kontrolle unterliegt, dürfen in Österreich keiner Besteuerung oder damit zusammenhängenden Verpflichtung unterworfen werden, die anders oder belastender ist als die Besteuerung und die damit zusammenhängenden Verpflichtungen, denen solche Körperschaften unterliegen würden, wenn ihr Kapital in gleicher Weise in Österreich ansässigen natürlichen Personen gehört oder der Kontrolle solcher Personen unterliegt. Der vorstehende Satz gilt im Grundsatz sinngemäß, wenn nach dem Recht eines der beiden Staaten errichtete Körperschaften, die ganz oder teilweise, unmittelbar oder mittelbar einer in Österreich ansässigen natürlichen Person oder mehreren solchen Personen gehören, in den Vereinigten Staaten besteuert werden.

3. Dieser Artikel gilt für Steuern jeder Art und Bezeichnung, die von einem Vertragsstaat oder einer seiner Gebietskörperschaften erhoben werden.

Artikel 11

VERSTÄNDIGUNGSVERFAHREN

1. Ist eine Person der Auffassung, daß Maßnahmen eines Vertragsstaats oder beider Vertragsstaaten für sie zu einer Besteuerung führen oder führen werden, die diesem Abkommen nicht entspricht, so kann sie unbeschadet der nach dem innerstaatlichen Recht dieser Staaten vorgesehenen Rechtsmittel ihren Fall der zuständigen Behörde des Vertragsstaats, in dem sie ansässig oder dessen Staatsbürger sie ist, unterbreiten. Die Eingabe muß innerhalb eines Jahres nach endültiger Erledigung oder Abweisung des Anspruches auf Befreiung, Anrechnung oder Rückerstattung auf Grund des Abkommens eingebracht werden.

2. Hält die zuständige Behörde die Einwendung für begründet und ist sie selbst nicht in der Lage, eine befriedigende Lösung herbeizuführen, so wird sie sich bemühen, den Fall nach Verständigung mit der zuständigen Behörde des anderen Vertragsstaats so zu regeln, daß eine dem Abkommen nicht entsprechende Besteuerung vermieden wird. Die Verständigungsregelung ist ungeachtet der Fristen des innerstaatlichen Rechts der Vertragsstaaten durchzuführen.

3. Die zuständigen Behörden der Vertragsstaaten werden sich bemühen, Schwierigkeiten oder Zweifel, die bei der Auslegung oder Anwendung des Abkommens entstehen, in gegenseitigem Einvernehmen zu beseitigen. Sie können auch gemeinsam darüber beraten, wie eine Doppelbesteuerung in Fällen vermieden werden kann, die im Abkommen nicht behandelt sind.

4. The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs.

4. Die zuständigen Behörden der Vertragsstaaten können zur Herbeiführung einer Einigung im Sinne der vorstehenden Absätze unmittelbar miteinander verkehren.

Article 12

EXCHANGE OF INFORMATION

1. The competent authorities of the Contracting States shall spontaneously or upon request exchange such information as is necessary for carrying out the provisions of this Convention or of the domestics laws of the Contracting States concerning the taxes covered by this Article insofar as the taxation thereunder is not contrary to the Convention. The competent authorities of the Contracting States may agree on information which shall be furnished on a regular basis. The exchange of information is not restricted by Article 1. Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) involved in the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, or the oversight of the administration of the taxes covered by this article. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.

2. In no case shall the provisions of paragraph 1 be construed so as to impose on a Contracting State the obligation:

a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;

b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State; or

c) to supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.

3. If information concerning taxes is requested by a Contracting State in accordance with this Article, the other Contracting State shall obtain the information to which the request relates in the same manner and to the same extent as if the tax of the first-mentioned State were the tax of that other State and were being imposed by that other State. If specifically requested by the competent authority of a Contracting State, the competent authority of the

Artikel 12

INFORMATIONSAUSTAUSCH

1. Die zuständigen Behörden der Vertragsstaaten tauschen von Amts wegen oder über Ersuchen die Informationen aus, die zur Durchführung dieses Abkommens oder des innerstaatlichen Rechts der Vertragsstaaten betreffend die unter diesen Artikel fallenden Steuern erforderlich sind, soweit die diesem Recht entsprechende Besteuerung nicht dem Abkommen widerspricht. Die zuständigen Behörden der Vertragsstaaten können einen regelmäßigen Nachrichtenaustausch vereinbaren. Der Informationsaustausch ist durch Artikel 1 nicht eingeschränkt. Alle Informationen, die ein Vertragsstaat erhalten hat, sind ebenso geheimzuhalten wie die auf Grund des innerstaatlichen Rechts dieses Staates beschafften Informationen und dürfen nur den Personen oder Behörden (einschließlich der Gerichte und der Verwaltungsbehörden) zugänglich gemacht werden, die mit der Veranlagung oder Einhebung, der Vollstreckung oder Strafverfolgung oder mit der Entscheidung von Rechtsmitteln oder der Kontrolle der Steuererhebung hinsichtlich der unter diesen Artikel fallenden Steuern befaßt sind. Diese Personen oder Behörden dürfen die Informationen nur für diese Zwecke verwenden. Sie dürfen die Informationen in einem öffentlichen Gerichtsverfahren oder in einer Gerichtsentscheidung offenlegen.

2. Absatz 1 ist nicht so auszulegen, als verpflichte er einen Vertragsstaat:

a) Verwaltungsmaßnahmen durchzuführen, die von den Gesetzen und der Verwaltungspraxis dieses oder des anderen Vertragsstaats abweichen;

b) Informationen zu erteilen, die nach den Gesetzen oder im üblichen Verwaltungsverfahren dieses oder des anderen Vertragsstaats nicht beschafft werden können;

c) Informationen zu erteilen, die ein Handels-, Industrie-, Gewerbe- oder Berufsgeheimnis oder ein Geschäftsverfahren preisgeben würden oder deren Erteilung dem Ordre public widerspräche.

3. Ersucht ein Vertragsstaat gemäß diesem Artikel um Erteilung von Informationen für die Erhebung von Steuern, so wird der andere Vertragsstaat die Informationen, auf die sich das Ersuchen bezieht, in gleicher Weise und im gleichen Umfang einholen, wie wenn die Steuer des erstgenannten Staates die Steuer des anderen Staates wäre und von diesem anderen Staat festgesetzt worden wäre. Über besonderes Ersuchen der zuständigen

[1] July 1, 1983.

other Contracting State shall provide information under this Article in the form of depositions of witnesses and authenticated copies of unedited original documents (including books, papers, statements, records, accounts, or writings), to the same extent such depositions and documents can be obtained under the laws and administrative practices of such other State with respect to its own taxes.

4. The tax authorities of a Contracting State may deliver documents to persons in the other Contracting State by using postal services. Each Contracting State shall, for purposes of its taxes, determine in accordance with its domestic law the legal efficacy or sufficiency of documents so delivered.

5. For the purpose of this Article, this Convention shall apply to taxes of every kind imposed by a Contracting State.

Behörde eines Vertragsstaats wird die zuständige Behörde des anderen Vertragsstaats Informationen nach diesem Artikel in der Form von qualifizierten Zeugenaussagen (depositions of witnesses) und beglaubigten Kopien unredigierter Originalunterlagen (einschließlich Büchern, Aufzeichnungen, Erklärungen, Protokollen, Konten oder Schriften) im gleichen Umfang beschaffen, wie solche Unterlagen und Schriftstücke nach den Gesetzen und der Verwaltungspraxis dieses anderen Staates in bezug auf seine eigenen Steuern beschafft werden können.

4. Die Steuerbehörden eines Vertragsstaats können Schriftstücke an Personen im anderen Vertragsstaat im Postweg zustellen. Jeder Vertragsstaat wird die Rechtsfolgen einer solchen Zustellung für Zwecke seiner Besteuerung nach seinem innerstaatlichen Recht bestimmen.

5. Für Zwecke dieses Artikels gilt das Abkommen für Steuern jeder Art, die von einem Vertragsstaat erhoben werden.

Article 13

DIPLOMATIC AGENTS AND CONSULAR OFFICERS

1. Nothing in this Convention shall affect the fiscal privileges of diplomatic agents or consular officers under the general rules of international law or under the provisions of special agreements.

2. This Convention shall not apply to officials of international organizations or members of a diplomatic or consular mission of a third State who were not treated as being domiciled in either Contracting State in respect of taxes on estates, inheritances, gifts, or generation-skipping transfers as the case may be.

Artikel 13

DIPLOMATEN UND KONSULARBEAMTE

1. Dieses Abkommen berührt nicht die steuerlichen Vorrechte, die den Diplomaten und Konsularbeamten nach den allgemeinen Regeln des Völkerrechts oder auf Grund besonderer Vereinbarungen zustehen.

2. Dieses Abkommen gilt nicht für Beamte internationaler Organisationen oder Angehörige einer diplomatischen oder konsularischen Vertretung eines dritten Staates, die in bezug auf die Nachlaß-, Erbschafts- und Schenkungssteuern sowie die Steuern auf generationenwechselnde Vermögensübertragungen in keinem der Vertragsstaaten als wohnhaft behandelt werden.

Article 14

ENTRY INTO FORCE

1. This Convention shall be subject to ratification. The instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Convention shall enter into force on the first day of the third month following that month in which the instruments of ratification have been exchanged,[1] and its provisions shall apply to transfers of estates of individuals dying, gifts made, and generation-skipping transfers deemed made on or after that date.

Artikel 14

INKRAFTTRETEN

1. Dieses Abkommen bedarf der Ratifikation. Die Ratifikationsurkunden werden so bald wie möglich in Washington ausgetauscht.

2. Das Abkommen tritt am ersten Tag des dritten Monats in Kraft, der auf den Monat folgt, in dem die Ratifikationsurkunden ausgetauscht wurden, und seine Bestimmungen finden Anwendung auf Nachlässe natürlicher Personen, deren Tod an oder nach diesem Tag eingetreten ist und auf Schenkungen und generationenwechselnde Vermögensübertragungen, die an oder nach diesem Zeitpunkt erfolgen.

Article 15

TERMINATION

This Convention shall remain in force until terminated by a Contracting State. Either Contract-

Artikel 15

KÜNDIGUNG

Dieses Abkommen bleibt in Kraft, solange es nicht von einem Vertragsstaat gekündigt wird.

[1] July 1, 1983.

ing State may terminate the Convention at any time after five years from the date on which this Convention enters into force provided that at least six months prior written notice of termination has been given through diplomatic channels. In such event, the Convention shall have no effect in respect of transfers of estates of individuals dying, gifts made, and deemed transfers occurring after the December 31 next following the date of termination specified in the notice of termination.

In witness thereof the Plenipotentiaries of the two Contracting States, duly authorized thereto, have signed the present Convention and affixed thereto their seals.

DONE at Vienna, Austria, in duplicate, in the English and German languages, the two texts having equal authenticity, this

21st day of June, 1982.

For the United States of America:

Sol Polansky [1]

For the Republic of Austria:

[2]

Jeder Vertragsstaat kann das Abkommen jederzeit nach Ablauf von fünf Jahren nach Inkrafttreten mit sechsmonatiger Kündigungsfrist schriftlich auf diplomatischem Weg kündigen. In diesem Fall findet das Abkommen keine Anwendung mehr auf Nachlässe natürlicher Personen, deren Tod nach dem nächstfolgenden 31. Dezember nach dem im Kündigungsschreiben genannten Stichtag eingetreten ist und auf Schenkungen und generationenwechselnde Vermögensübertragungen, die nach dem nächstfolgenden 31. Dezember nach dem im Kündigungsschreiben genannten Stichtag erfolgen.

Zu Urkund dessen haben die hiezu gehörig Bevollmächtigten der beiden Vertragsstaaten dieses Abkommen unterzeichnet und mit ihren Siegeln versehen.

GESCHEHEN zu Wien, Österreich, in zweifacher Urschrift, in englischer und deutscher Sprache, wobei beide Texte gleichermaßen authentisch sind,

am 21. Juni 1982.

Für die Vereinigten Staaten von Amerika:

Sol Polansky

Für die Republik Österreich:

[1] Sol Polansky.
[2] Egon Bauer.

REPUBLIC OF KOREA

Fisheries Off the United States Coasts

Agreeement signed at Washington July 26, 1982;
Entered into force April 28, 1983.
With agreed minutes.

77-975 0 - 88 - 4

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF KOREA
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of the United States and the Government of the Republic of Korea,

Considering their common concern for the rational management, conservation and achievement of optimum yield of fish stocks off the coasts of the United States;

Recognizing that the United States has established a fishery conservation zone within 200 nautical miles of its coasts within which the United States exercises exclusive fishery management authority over all fish and that the United States also exercises such authority over the living resources of the continental shelf appertaining to the United States and to anadromous species of fish of United States origin;

Recognizing that the Republic of Korea is heavily dependent on fish as a major source of animal protein for the fulfillment of the nutritional needs of its population;

Recognizing that the two Governments have closely cooperated with each other in the development of mutual fisheries relations within the framework of the 1977 Agreement Between the Government of the United States and the Government of the Republic of Korea Concerning Fisheries off the Coasts of the United States; [1]

[1] TIAS 8526; 28 UST 1753.

Taking into account international law relating to oceans and fisheries; and

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States exercises exclusive fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to promote effective conservation, rational management and the achievement of optimum yield in the fisheries of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and vessels of the Republic of Korea for the living resources over which the United States exercises exclusive fishery management authority as provided by United States law.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises exclusive fishery management authority" means all fish within the fishery conservation zone of the United States, (except highly migratory species), all anadromous species of fish that spawn in

the fresh or estuarine waters of the United States and migrate to ocean waters while present in the United States fishery conservation zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

   a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics; and

   b. any fishing for such stocks;

4. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing" means

   a. the catching, taking or harvesting of fish;

   b. the attempted catching, taking or harvesting of fish;

   c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;

d. any operations at sea, including processing, directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

1. The Government of the United States is willing to allow access for vessels of the Republic of Korea to harvest, in accordance

with terms and conditions to be established in permits issued under Article VII, the Republic of Korea portion of the total allowable catch for a specific fishery that will not be harvested by United States fishing vessels and is determined to be available to foreign fishing vessels in accordance with United States law.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks, and in accordance with United States law,

a. the total allowable catch for each fishery based on optimum yield, taking into account the best available scientific evidence, and social, economic and other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery to which access will be provided, on a periodic basis each year, to foreign fishing vessels; and

d. the allocation of such portion that may be made available to the Republic of Korea for its qualifying fishing vessels.

3. In implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to

prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery in accordance with United States law.

4. The Government of the United States shall notify the Government of the Republic of Korea of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of each country, including the Republic of Korea, the Government of the United States will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;

2. whether, and to what extent such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;

3. whether, and to what extent, such nations and the fishing fleets of such nations have cooperated with the United States in the enforcement of United States fishing regulations;

4. whether, and to what extent, such nations require the fish harvested from the fishery conservation zone for their domestic consumption;

5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing in such fishery;

7. whether, and to what extent, such nations are cooperating with the United States in, and making substantial contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the United States deems appropriate.

ARTICLE V

The Government of the Republic of Korea shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into the

Republic of Korea, providing economic data, sharing expertise, facilitating the transfer of harvesting or processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing its industry of trade and joint venture opportunities with the United States, and taking such other actions as may be appropriate.

ARTICLE VI

The Government of the Republic of Korea shall take all necessary measures to insure:

1. that nationals and vessels of the Republic of Korea refrain from fishing for living resources over which the United States exercises exclusive fishery management authority except as authorized pursuant to this Agreement;

2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of the Republic of Korea may submit an application to the Government of the United States for a permit for each

fishing vessel of the Republic of Korea that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States may require the payment of fees for such permits and for fishing in the United States fisheries zone. The Government of the Republic of Korea undertakes to keep the number of applications to the minimum required, in order to aid in the efficient administration of the permit program.

ARTICLE VIII

The Government of the Republic of Korea shall insure that nationals and vessels of the Republic of Korea refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States fishery conservation zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE IX

The Government of the Republic of Korea shall insure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of the Republic of Korea is prominently displayed in the wheelhouse of such vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;

3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be accorded the courtesies and accommodations provided to ship's officers while aboard such vessel, and owners, operators and crews of such vessel shall cooperate with observers in the conduct of their official duties, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an owner or operator of a vessel of the Republic of Korea for any cause arising out of the conduct of fishing activities for the living resources over which the United States exercises exclusive fishery management authority; and

5. all necessary measures are taken to minimize fishing gear conflicts and to insure the prompt and adequate compensation of United States citizens for any loss, or damage to, their fishing vessels, fishing gear or catch, and resultant economic loss,

that is caused by any fishing vessel of the Republic of Korea as determined by applicable United States procedures.

ARTICLE X

The Government of the Republic of Korea shall take all appropriate measures to assist the United States in the enforcement of its laws pertaining to fishing in the fishery conservation zone and to insure that each vessel of the Republic of Korea that engages in fishing for living resources subject to the exclusive fishery management authority of the United States shall allow and assist the boarding and inspection of such vessel by any duly authorized enforcement officer of the United States and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XI

1. The Government of the United States will impose appropriate penalties, in accordance with the laws of the United States, on vessels of the Republic of Korea or their owners or operators, that violate the requirements of this Agreement or of any permit issued hereunder.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. The representatives of the Government of the United States shall generally recommend to the court in any case arising out of fishing activities under this Agreement that the penalty for violation of fishery regulations not include imprisonment.

4. In cases of seizure and arrest of a vessel of the Republic of Korea by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of the Republic of Korea of the action taken and of any penalties subsequently imposed.

ARTICLE XII

1. The Governments of the United States and the Republic of Korea shall cooperate in the conduct of scientific research required for the purpose of managing and conserving living resources subject to the exclusive fishery management authority of the United States, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of a periodic research plan on stocks of mutual concern through correspondence or meetings as appropriate, and may modify it from time to time by agreement. The agreed research plans may include, but are not limited to, the exchange of

information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of the Republic of Korea in the United States fishery conservation zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore, it will still be necessary to obtain a permit for the vessel in accordance with Article VII.

4. The Government of the Republic of Korea shall cooperate with the Government of the United States in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the United States.

ARTICLE XIII

The Government of the United States and the Government of the Republic of Korea shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern,

including the participation in the appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE XIV

Should the Government of the United States indicate to the Government of the Republic of Korea that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of the Republic of Korea, or its equivalent, the Government of the Republic of Korea will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XV

Nothing contained in the present Agreement shall prejudice the views of either Government with respect to the territorial or other jurisdiction of the coastal State for all purposes other than the conservation and management of fisheries.

ARTICLE XVI

1. This Agreement shall enter into force on a date to be agreed upon by exchange of notes,[1] following the completion of internal procedures of both Governments, and remain in force until

[1] Apr. 28, 1983.

July 1, 1987, unless extended by exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement after giving written notice of such termination to the other Party twelve months in advance.

2. This Agreement shall be subject to review by the two Governments two years after its entry into force at the request of either or upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, July 26, 1982, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

James L. Malone [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

B. H. Lew [2]

[1] James L. Malone.
[2] B. H. Lew.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of the Republic of Korea to engage in fishing for living resources over which the United States exercises exclusive fishery management authority:

1. The Government of the Republic of Korea may submit an application to the competent authorities of the United States for each fishing vessel of the Republic of Korea that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify

a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions may be needed, and what fee will be required, and shall inform the Government of the Republic of Korea of such determinations. The Government of the United States reserves the right not to approve applications.

4. The Government of the Republic of Korea shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of the Republic of Korea and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each Republic of Korea fishing vessel, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of the Republic of Korea notifies the Government of the United States of its objections to specific conditions and restrictions, the two sides may consult with respect thereto and the Government of the Republic of Korea may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

ANNEX II
CONSERVATION AND MANAGEMENT MEASURES

With respect to Article III (3), the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery in accordance with United States law. Such measures may include, inter alia:

a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days

each vessel of the total fleet may engage in a designated area for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

AGREED MINUTES

1. The representative of the Government of the United States and the representative of the Government of the Republic of Korea acknowledge the advantages to their respective industries of providing stability of expectations in fishery relations, including fishery allocations, fisheries development, and fisheries trade, over reasonable periods of time.

2. The representative of the Government of the Republic of Korea stated that, with reference to Article V, the Government of the Republic of Korea would necessarily give appropriate consideration to its other international commitments. The representative of the Government of the United States expressed his appreciation for past efforts of the Government of the Republic of Korea in encouraging exports of United States fishery products and looked forward to continued cooperation in this area.

3. With respect to Article IX (5) of the Agreement, the representative of the Government of the Republic of Korea expressed concern that prompt and adequate compensation be provided to nationals of the Republic of Korea for any loss of, or damage to, their fishing vessels, fishing gear or catch that is caused by any fishing vessel of the United States. The representative of the Government of the United States stated that such remedies are available to nationals of the Republic of Korea through the laws and judicial procedures of the United States.

4. In connection with Article X of the Agreement, the representative of the Government of the United States noted the request of the Government of the Republic of Korea that in carrying out their responsibilities under United States law, United States officials would take only such actions as are necessary to fulfill their obligations under such laws and regulations, paying due regard to the economic loss such action may inflict on vessels of the Republic of Korea in operation.

5. The representative of the Government of the United States noted that the commitment in Article XI (3) to recommend that imprisonment not be imposed as a penalty for violation of fishery regulations does not apply in the case of enforcement related offenses such as assault on an enforcement officer or refusal to permit boarding and inspection.

6. The representative of the United States stated that, with respect to Annex 1 paragraph 3, it was his expectation that this provision would normally be applied in the case of vessels which had a record of law enforcement violations.

7. The representative of the Government of the United States and the representative of the Government of the Republic of Korea noted that they would cooperate in the exchange of scientific and technical information relating to species of tuna of mutual interest with a view to the establishment of regional arrangements, including appropriate international organizations, to ensure

conservation of the species. Such scientific exchanges would also include the reporting of tuna and associated catches. The two representatives further noted that, commencing with the effective date of the Agreement and until such time as appropriate regional arrangements are in place, the Government of the Republic of Korea would, in order to establish a base of scientific information to further such arrangements, provide to the appropriate United States authorities, statistics on tuna and associated catches off the coasts of the United States.

8. The representative of the Government of the United States stated that, subject to the applicable laws and regulations of the United States, fishing vessels of the Republic of Korea could enter United States ports for the purpose of obtaining supplies and services normally available in those ports.

미합중국 정부와 대한민국 정부간의

미국연안에서의 어업에 관한 협정

미합중국 정부와 대한민국 정부는,

미국연안에 있는 어족자원의 합리적인 관리와 보존 및 적정한 생산을 위한 공동의 관심을 고려하고,

미국이 그 연안 200해리내에서 모든 어류에 대하여 배타적인 어업 관리권을 행사하는 어업보존 수역을 설정하였으며, 또한 미국이 미국에 속하는 대륙붕 생물자원과 미국에서 기원하는 소하성 어종에 대하여 그러한 권한을 행사함을 인정하고,

대한민국은 국민의 영양섭취를 위한 필요를 충족시키기 위하여 동물성 단백질의 주공급원으로서 어류에 크게 의존하고 있음을 인정하고,

양국정부는 1977년 미국연안에서의 어업에 관한 미합중국 정부와 대한민국 정부간 협정의 테두리내에서 상호 어업관계를 발전시킴에 있어서 긴밀히 협력하여 왔음을 인정하고,

해양 및 어업에 관한 국제법을 고려하고,

미국이 배타적인 어업관리권을 행사하는 상호 관심 있는 어업에 관한 합리적인 조건을 설정할 것을 희망하여,

다음과 같이 합의하였다.

제 1 조

본 협정의 목적은 미국연안에서의 상호 이해관계가 있는 어류의 효과적인 보존과 합리적인 관리 및 적정한 생산달성을 촉진하고, 또한, 미국법에 규정된 바에 따라 미국이 배타적인 어업관리권을 행사하는 생물자원에 대하여 대한민국 국민 및 선박이 어업을 행하는데에 관한 원칙과 절차에 대한 공동의 양해를 설정하는데에 있다.

제 2 조

본 협정에서 사용된 용어로서,

1. "미국이 배타적인 어업관리권을 행사하는 생물자원"이라 함은 고도 회유성 어종을 제외한 미국 어업보존 수역내의 모든 어류와 미국의 담수 또는 기수에서 산란하여 해수로 회유하는 어종으로서 미국 어업보존 수역 및 미국에 의해 인정된 국내 어업관할 이외의 수역에 출현하는 모든 소하성 어종 및 미국에 속하는 대륙붕의 모든 생물자원을 의미한다.

2. "어류"라 함은 해양포유동물, 조류 및 고도회유성 어종을 제외한 모든 지느러미 물고기, 연체동물, 갑각류 및 기타 형태의 해양 동식물을 의미한다.

3. "어업"이라 함은,

   가. 보존 및 관리를 위하여 하나의 단위로 취급될 수 있고, 또한, 지리적, 과학적, 기술적, 오락적, 경제적 특성에 입각하여 식별되는 하나 또는 그 이상의 어족자원을 의미하며,

   나. 또한, 그러한 어족자원에 대한 모든 어로행위를 의미한다.

4. "어업보존수역"이라 함은, 미국의 영해에 접속하는 수역으로서 그의 대양쪽 한계선상의 각점이 미국의 영해의 폭을 측정하는 기선으로부터 200해리가 되도록 그어진 수역을 의미한다.

5. "어로행위"라 함은 다음의 행위를 의미한다.

가. 어류의 포획, 채취 또는 수확행위

나. 어류의 포획, 채취 또는 수확행위의 기도

다. 어류의 포획, 채취 또는 수확의 결과를 초래한다고 합리적으로 예측되는 기타 활동

라. 상기 "가"항 내지 "다"항에 기술된 어떠한 활동을 직접적으로 보조하거나 준비하는, 가공을 포함하는 해상작업, 다만, 그러한 용어는 과학조사활동을 포함하여 공해의 다른 적법한 이용을 포함하지 아니한다.

6. "어선"이라 함은 선박, 소형선박, 대형선박 또는 기타의 기체로서 아래의 목적으로 사용되거나, 사용되도록 장비한 것, 또는 그러한 목적으로 통상적으로 사용되는 유형의 것을 의미한다.

가. 어로행위, 또는

나. 준비, 보급, 저장, 냉장, 운반 또는 가공을 비롯한 어로행위에 관련되는 활동을 수행함으로써 해상에서 하나 또는 그 이상의 선박을 지원 또는 보조하는 행위

7. "고도회유성 어종"이라 함은, 그 생활주기중 해수에서 산란하고 또한 먼거리를 회유하는 다랑어류를 의미한다.

8. "해양포유동물"이라 함은, 바다수달피 및 시레니아, 파니페디아, 세타케아목에 속하는 동물을 포함하여 형태학적으로 해양환경에 적응되었거나 또는 북극곰과 같이 주로 해양환경에서 서식하는 포유동물을 의미한다.

제 3 조

1. 미국 정부는 본 협정 제 7조에 의하여 발급된 허가서에 설정된 조건에 따라, 미국어선에 의해 어획되지 않으며 미국법에 따라 외국어선에 배정토록 결정된 특정어업에 대한 총허용 어획량중 그 할당분을 어획할 수 있도록 대한민국 어선의 입어를 허용할 용의가 있다.

2. 미국정부는 매년 다음 사항을 결정한다.
다만, 그러한 결정은 미국법률에 의하여 어족자원에 영향을 줄, 예기치 못한 사정에 의하여 필요한 경우 조정될 수 있다.

가. 입수 가능한 최선의 과학적 증거, 사회적, 경제적 그리고 기타 관련 요소를 고려하여 적정생산을 기할 수 있는 각 어업별 총허용 어획량

나. 각 어업에 대한 미국어선의 어획능력

다. 총 허용 어획량중 매년 정기적으로 외국어선에 대해 입어를 허용할 특정어업이 차지하는 부분

라. 대한민국의 자격 있는 어선을 위해 대한민국에 배정될 상기분의 할당

3. 본조 2의 "라"항을 시행함에 있어서, 미국은 미국법에 따라 각 어업별 적정생산을 계속적으로 유지하면서 남획을 방지하는데 필요한 조치를 매년 결정한다.

4. 미국정부는 대한민국 정부에 대하여 본조에 의하여 규정된 결정사항을 적기에 통보한다.

제 4 조

대한민국을 포함한 각국 어선에 할당할 잉여량을 결정하는데 있어 미국 정부는 미국법에 확인된 다음 요소를 기준으로 하여 결정한다.

1. 그러한 국가가 미국의 어류 또는 수산물 수입에 대해 관세장벽 또는 비관세장벽을 부과하거나 시장진출을 달리 제한하고 있는지의 여부 및 그 정도

2. 그러한 국가가 수산물 교역을 위한 기존 또는 새로운 기회증진에 있어 특히 미국 가공업자 또는 미국 어민들로 부터의 어류 또는 수산물 매입을 통하여 미국과 협력하고 있는지의 여부 및 그 정도

3. 그러한 국가 및 그 어선단이 미국 어로규칙의 집행에 있어 미국과 협력해 왔는지의 여부 및 그 정도

4. 그러한 국가가 미국어업 보존수역에서 어획한 수산물을 그 국내소비를 위해 필요로 하고 있는지의 여부 및 그 정도

5. 그러한 국가가 미국어민과 조업시 이구충돌의 극소화 및 미국 수산업계에 이익이 될 어획 또는 가공기술의 이전을 포함하여 건전하고 경제적인 미국 수산업계에 달리 기여하거나 그 성장을 촉진하고 있는지의 여부 및 그 정도

6. 그러한 국가의 어선이 그러한 어업에 전통적으로 종사해 왔는지의 여부 및 그 정도

7. 그러한 국가가 어업조사 및 어업자원의 확인에 있어 미국과 협력하고 있으며 이에 실질적인 기여를 하고 있는지의 여부 및 그 정도

8. 기타 미국이 적절하다고 간주하는 사항

제 5 조

대한민국 정부는 미국 수산물의 수입, 판매에 대한 장애요인의 완화 또는 제거, 미국 수산물의 대한민국 진출을 위한 기술적, 행정적 요건에 관한 정보 제공, 경제자료의 제공, 전문기술의 공유, 미국 수산업계에 대한 어획 또는 가공 기술의 이전, 적절한 합작투자 및 기타 사업의 촉진, 국내기업에 대한 미국과의 교역 및 합작투자 기회 홍보 및 기타 적절한 조치를 통하여 미국 수산업 발전과 미국 수산물 수출증대에 있어 미국과 협력하고 미국을 지원한다.

제 6 조

대한민국 정부는 다음 사항을 보장하기 위하여 필요한 모든 조치를 취한다.

1. 대한민국 국민과 어선은 본 협정에 따라 허가된 것을 제외하고는 미국이 배타적 어업관리권을 행사하는 생물자원을 어획하는 것을 삼간다.

2. 소정대로 허가된 모든 어선은 본 협정에 따라 발급된 허가서의 제규정 및 미국의 관련법규를 준수한다.

3. 본 협정 제 3조의 2의 "라"항에 언급된 총할당량은 여하한 개별 어업에 대해서도 초과할 수 없다.

제 7 조

대한민국 정부는 본 협정에 따라 어업보존 수역에서 어로행위에 종사하고자 하는 각 대한민국 어선을 위한 허가신청서를 제출할 수 있다. 그러한 신청서는 본 협정의 불가분의 일체를 이루는 부속서에 따라 준비되고 처리된다. 미국정부는 이러한 허가 및 미국 어업수역내 조업을 위한 입어료의 지급을 요구할 수 있다. 대한민국 정부는 허가사무의 능률적인 처리에 협조하기 위하여 허가신청 건수를 필요한 최소한도로 유지한다.

제 8 조

대한민국 정부는 미국이 당사국인 해양포유동물에 관한 국제협정에 의하여 달리 규정되거나 또는 미국정부에 의하여 설정된 해양포유동물의 혼획에 관한 특별한 허가와 규제에 따르는 경우를 제외하고는 대한민국 국민과 어선이 미국 어업보존 수역내에서 해양포유동물을 괴롭히거나 추적하거나 포획 또는 살육하거나 혹은 이러한 행위를 기도하는 것을 삼간다.

제 9 조

대한민국 정부는 본 협정에 따른 조업을 관리함에 있어 다음 사항을 보장한다.

1. 대한민국의 각 어선에 대한 허가서는 그러한 어선의 조타실에 잘 보이도록 게시한다.

2. 미국 정부에 의하여 결정된 바에 따라 각 어선에 적절한 위치 측정 및 식별장치를 가동상태로 설치, 유지한다.

3. 지정된 미국의 조사원은 요청이 있는대로 그러한 어선에의 승선이 허용되며, 동인이 승선하고 있는 동안 그러한 선박의 간부선원에 제공되는 예우와 숙박시설을 제공 받으며, 그러한 선박의 선주, 운영자 및 선원은 조사원의 공무수행에 협력하며, 또한 미국 정부는 조사원의 활용으로 인하여 발생한 비용을 상환 받는다.

4. 미국이 배타적인 어업관리권을 행사하는 생물자원에 대한 어로활동 수행으로 발생한 문제로 인하여 대한민국 어선의 소유자나 운영자에 대하여 미국내에서 제기되는 모든 법적절차를 접수하고 이에 응답하는 권한을 가진 대리인을 미국내에 지명, 유지하며, 또한

5. 어구 충돌을 극소화하고, 미국의 관계절차에 따라 대한민국 어선에 의하여 야기되었다고 결정된 미국 국민의 어선, 어구 또는 어획물의 손실 또는 훼손에 대하여 미국 국민에게 신속하고 적절한 보상이 이루어지도록 하기 위하여 필요한 모든 조치를 취한다.

제 10 조

대한민국 정부는 어업보존 수역내에서의 조업에 관한 법의 집행에 있어 미국을 지원하며, 미국의 배타적 어업관리권에 속하는 생물자원의 어획에 종사하는 대한민국의 각 어선이 정당히 권한을 위임 받은 미국의 단속관리가 그 선박에 승선하여 검사하는 것을 허용하고 협조하며, 미국법에 따라 취해지는 그러한 단속 조치에 협력하도록 보장하기 위하여 적절한 모든 조치를 취한다.

제 11 조

1. 미국 정부는 본 협정 또는 본 협정에 따라 발급된 허가서의 요건을 위반한 대한민국의 어선 또는 그 소유자나 운영자에 대하여 미국의 법에 따라 적절한 벌칙을 부과한다.

2. 나포된 어선 및 선원은 법원에 의하여 결정된 합리적인 보석금 또는 기타 보증을 조건으로 신속히 석방된다.

3. 미국정부대표는 본 협정에 따른 어로 활동으로 인하여 발생한 사건에 있어 어로규칙 위반에 대한 벌칙에 징역형은 포함하지 않도록 법원에 일반적으로 권고한다.

4. 미국정부 당국에 의하여 대한민국 어선이 억류 및 나포된 경우에는 취해진 조치 및 이에 따라 부과된 벌칙은 외교 경로를 통하여 대한민국 정부에 신속히 통보된다.

제 12 조

1. 미국 정부와 대한민국정부는 미국의 배타적 어업관리권에 속하는 생물자원을 관리하고 보존하기 위하여 요구되는 과학적 조사를 실시함에 있어서 협력한다. 이에는 상호 관심있는 어족자원의 관리 및 보존을 위하여 입수 가능한 최선의 과학정보를 편집하는 것이 포함된다.

2. 양국 정부의 권한 있는 기관은 적절한 연락 또는 회합을 통하여 상호 관심 있는 자원에 대한 정기적인 조사계획의 개발에 협력하며 합의에 의하여 수시로 이를 수정할 수 있다. 합의된 조사계획에는 정보 및 과학자의 교류, 조사계획 작성 및 진도 검토를 위한 정기적인 과학자간 협의 및 공동으로 실시되는 조사 사업이 포함되나 이에 국한되는 것은 아니다.

3. 미국 어업보존 수역내에서 조업중인 대한민국 어선에 승선하여 정규적인 상업적 조업기간중에 합의된 조사를 실시하는 것은 선박활동의 특성을 어로에서 과학조사로 변경하는 것으로 간주되지 아니한다. 따라서, 이러한 어선도 제 7조에 의한 허가서를 취득하는 것이 필요하다.

4. 대한민국 정부는 미국법에 규정된 절차에 따라 어획량 및 노력량 통계를 포함한 생물학적 정보 및 어업자료의 수집과 보고를 위한 절차 시행에 있어 미국정부와 협력한다.

제 13 조

미국정부와 대한민국 정부는 본 협정의 시행과 어업에 관한 과학적 자료의 수집 및 분석을 위한 적절한 다국간 기구에의 참여를 비롯한 상호 관심있는 어업 분야에서의 협력관계의 증진에 관하여 양국간의 정기적인 협의를 행한다.

제 14 조

미국정부가 대한민국 정부에 대하여 미국 국민과 어선이 대한민국의 어업보존수역 또는 이에 상응하는 수역에서 어로행위에 종사하기를 희망한다고 표시하는 경우, 대한민국 정부는 호혜주의에 입각하여 본 협정에 설정된 것보다 더 제한적이 아닌 조건하에서 어로행위를 허용한다.

제 15 조

본 협정의 여하한 규정도 어업의 보존 및 관리 이외의 모든 목적을 위한 연안국의 영해 또는 기타 관할권에 대한 각국 정부의 입장을 저해하지 아니한다.

제 16 조

1. 본 협정은 양국 정부의 국내 절차가 완료된 후 각서교환을 통하여 상호 합의하는 날에 효력을 발생하며, 당사국간에 각서 교환을 통하여 연장하지 아니하는 한, 1987년 7월 1일까지 유효하다. 상기 규정에도 불구하고, 일방 당사국은 타방 당사국에 대하여 12개월전에 종료의사를 서면 통보한 후 본 협정을 종료할 수 있다.

2. 본 협정은 효력 발생 2년후 일방 당사국의 요청에 의하여 또는 제 3차 유엔 해양법회의의 결과에 의한 다자조약의 체결시 양국 정부에 의하여 재검토 된다.

이상의 증거로써 하기자는 이러한 목적으로 정당히 권한을 위임받아 본 협정에 서명하였다.

1982 년 7 월 26 일 워싱톤에서 동등히 정본인 영어와 한국어로 작성하였다.

미합중국 정부를 위하여

대한민국 정부를 위하여

James L. Malone 홍 병 현

TIAS 10571

부 속 서 I

신청 및 허가절차

아래의 제절차는 미국이 배타적인 어업관리권을 행사하는 생물자원에 대하여 어로행위에 종사할 대한민국 선박에 대한 연간 허가서의 신청 및 발급에 적용된다.

1. 대한민국 정부는 본 협정에 따라 어로행위에 종사하고자 하는 대한민국의 각 어선에 대한 신청서를 미국정부에 제출할 수 있다. 동 신청서는 그러한 목적으로 미국정부가 제공한 양식에 따라 작성된다.

2. 상기 신청서는 다음의 사항을 명기한다.

가. 허가서를 받고자 하는 각 어선의 선명 및 공식번호 또는 기타 식별 사료 및 당해 어선의 선주와 운영자의 성명과 주소

나. 톤수척제, 용적, 속도, 가공시설, 어구의 형태와 수량 및 당해 어선의 어로 특징에 관하여 기타 요청되는 정보

다. 각 어선이 어로행위를 하고자 하는 각 어업의 명세

라. 동 허가서의 유효기간중 각 선박의 예상어획량 또는 어종별 어획톤수

마. 상기한 어로행위가 행하여질 해역, 계절 또는 기간

바. 기타 희망하는 전제구역을 포함하여 요구되는 관련정보

3. 미국정부는 각 신청서를 검토하고, 필요한 조건과 제한사항 및 요구될 수수료를 결정하고, 이러한 결정사항을 대한민국 정부에 통보한다. 미국 정부는 신청서를 승인하지 않을 권리를 유보한다.

4. 이에 대하여, 대한민국 정부는 상기한 조건과 제한사항에 대한 수락 또는 거부를 미국정부에 통보하며 거부시에는 그 사유를 미국정부에 통고한다.

5. 대한민국 정부가 그 조건 및 제한사항을 수락하고 소정의 수수료를 지급한 경우, 미국정부는 신청서를 승인하고 대한민국의 각 어선에 대한 허가서를 발급한다. 이에 따라 각 어선은 본 협정과 허가서에 규정된 조건에 따라 어로행위가 허가된다. 동 허가서는 특정 선박에 대하여 발급되며, 양도되지 아니한다.

6. 대한민국 정부가 미국정부에 대하여 특정조건 및 제한사항에 대한 거부 사유를 통고하는 경우, 양국 정부는 이에 관하여 협의하고 대한민국 정부는 이에 따라 수정된 신청서를 제출할 수 있다.

7. 본 부속서의 제 절차는 양국 정부간의 각서 교환을 통한 합의에 의하여 수정될 수 있다.

부 속 서 II

보존 및 관리조치

협정 제 3조 3항에 관련하여 미국은 미국법률에 따라 각 어업별 적정 생산을 계속적으로 유지하면서 남획을 방지하기 위해 필요한 조치를 매년 결정한다. 그러한 조치에는 특히 다음 사항이 포함될 수 있다.

가. 특정 형태의 어선에 의해서 또는 특정 형태와 수량의 어구로써만 조업이 허가, 제한 또는 수행되어야 하는 해구 및 어기의 지정

나. 해구, 어종, 체장, 미수, 체중, 성별, 혼획, 바이오매스 총량 또는 기타 요인에 입각한 어획량의 제한

다. 어로행위에 종사할 어선의 척수, 형태 및(또는) 신체 어선단의 개별어선이 특정어업을 위해 지정된 해구에서 조업할 수 있는 일수의 제한

라. 사용할 수 있거나 또는 사용할 수 없는 어구형태에 대한 조건

마. 적절한 위치 측정 및 식별장치의 유지를 포함하여 그러한 조건 및 제한사항의 집행을 용이하게 하기 위한 조건

합 의 의 사 록

1. 미국 정부대표와 대한민국 정부대표는 어획쿼타배정, 수산업 발전 및 수산물 교역을 포함한 어업관계에 있어 합리적 기간에 걸쳐 예측의 안정성을 제공하는 것이 각기 산업에 유익함을 인정한다.

2. 협정 제 5조에 관련하여, 대한민국 정부대표는 대한민국 정부가 반드시 여타 국제적인 약속에서와 같이 적절한 고려를 할 것임을 언명하였다. 미국정부 대표는 미국 수산물 수출증진에 있어 과거 대한민국 정부의 노력에 대하여 감사를 표명하고 앞으로 이 분야에 있어 계속적인 협력을 기대하였다.

3. 협정 제 9조 5항에 관련하여, 대한민국 정부대표는 미국의 어선에 의하여 야기된 대한민국 국민의 어선, 어구 또는 어획물에 대한 손실 또는 훼손에 대하여 당해 대한민국 국민에게 신속하고도 적절한 보상이 이루어져야 한다는 관심을 표명하였다. 미국정부 대표는 그러한 구제조치가 미국의 법률 및 사법절차를 통하여 대한민국 국민에게 적용될 수 있음을 언명하였다.

4. 협정 제 10조에 관련하여, 미국정부 대표는 미국의 관리가 미국의 법률에 따라 그들의 책임을 수행함에 있어서 당해 법률 및 규정에 의하여 그들의 임무를 이행하는데 불가피한 조치만을 취함으로써, 그러한 조치가 조업중에 있는 대한민국 선박에 끼칠 경제적 손실에 대하여 충분히 고려하여야 한다는 대한민국 정부의 요청에 유의하였다.

5. 미국정부 대표는 제 11조 3항에서 어로규칙 위반에 대한 벌칙으로서 징역형을 부과하지 않을 것을 권고키로한 사항은 미국 단속관리에게 폭행을 가하거나 승선 및 검사의 허용을 거부하는 등의 행위에 관한 단속의 경우에는 적용되지 않음을 지적하였다.

6. 부속서 I 의 3항에 관련하여, 미국정부 대표는 동 규정은 통상적으로 어로 단속법규를 위반한 사실이 있는 선박의 경우에 적용될 것임을 언명하였다.

7. 미국정부 대표와 대한민국 정부대표는 양국이 공동이해 관계를 가지는 다랑어 어종의 보존을 위하여, 적절한 국제기구를 포함한 지역적 약정을 마련하기 위하여, 다랑어 어종에 관한 과학적, 기술적 정보의 교류에 협력할 것임에 유의하였다. 그러한 과학적 교류에는 다랑어 및 동류 어획물에 관한 보고도 포함된다. 양국 정부대표는 또한 본 협정의 발효일로 부터 적절한 지역적 약정이 마련될 때까지, 그러한 지역적 약정을 촉진하기 위한 과학적 정보의 기초를 이루기 위하여, 대한민국 정부가 미국의 관계기관에게 미국연안의 다랑어 및 동류 어획물에 관한 통계자료를 제공할 것임에 유의하였다.

8. 미국정부 대표는 대한민국의 어선이 미국의 관계법규에 따라, 미국의 항구에서 정상적으로 조달 가능한 보급품 및 용역을 구득하기 위하여 항구에 입항할 수 있음을 언명하였다.

PEOPLE'S REPUBLIC OF BULGARIA

Cultural Relations

Agreement extending the agreement of June 13, 1977, as extended.
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The American Embassy to the Bulgarian Ministry of Foreign Affairs

No. 77

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of Bulgaria and has the honor to refer to the agreement on exchanges and cooperation in cultural, scientific, educational, technological and other fields between the government of the United States of America and the government of the People's Republic of Bulgaria which was signed on June 13, 1977 [1] and extended on April 9, 1980. [2]

Under Article VIII of the above-mentioned agreement, it is provided that the agreement shall remain in force for two years from the date of which each party informed the other that the agreement had been approved by its competent authorities. That initial two-year period ended on March 23, 1980 and was extended on April 9, 1980 for an additional two years. Article VIII further provides that the agreement may be modified or extended by mutual agreement of the parties.

The Embassy of the United States of America has the honor to propose, pursuant to the instructions of the government of the United States, that the agreement of June 13, 1977, as extended on April 9, 1980, be extended until March 23, 1984.

If the government of the People's Republic of Bulgaria concurs in this proposal, your note to that effect and this note shall constitute an agreement between the two

[1] TIAS 9020; 29 UST 3419.
[2] Exchange of notes Mar. 21 and Apr. 8, 1980. TIAS 9831; 32 UST 2232.

governments in accordance with Article VIII of the agreement of June 13, 1977.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the People's Republic of Bulgaria the assurances of its highest consideration.

Embassy of the United States of America

Sofia, March 25, 1982

The Bulgarian Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО НА ВЪНШНИТЕ РАБОТИ

Министерството на външните работи на Народна република България поднася своите почитания на уважаемото Посолство на Съединените американски щати и в отговор на нота № 77 от 25 март 1982 година на Посолството има честта да му съобщи, че потвърждава своето съгласие валидността на Спогодбата между Правителството на НР България и Правителството на Съединените американски щати за обмен и сътрудничество в областта на културата, науката, образованието, техниката и други да бъде продължена до 23 март 1984 година, съгласно член VIII от подписаната на 13 юни 1977 година във Вашингтон Спогодба.

Министерството на външните работи използува случая, за да поднови на уважаемото Посолство на Съединените американски щати своите уверения на най-високата си към него почит.

София, 9 април 1982 г.

ДО

ПОСОЛСТВОТО НА
СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

С О Ф И Я

TRANSLATION

Ministry of Foreign Affairs

The Ministry of Foreign Affairs of the People's Republic of Bulgaria presents its compliments to the Embassy of the United States of America and, in reply to Note No. 77 of March 25, 1982 of the Embassy, has the honor to announce that it confirms its agreement to the extension of the validity of the agreement between the Government of the People's Republic of Bulgaria and the Government of the United States of America on exchanges and cooperation in cultural, scientific, educational, technological and other fields, until March 23, 1984, in accordance with Article VIII of the Agreement signed at Washington on June 13, 1977.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Sofia, April 9, 1982

The Embassy of the
United States of America
Sofia

[SEAL]

HUNGARIAN PEOPLE'S REPUBLIC

Scientific and Technological Cooperation

Agreement signed at Budapest July 7, 1982;
Entered into force July 7, 1982, except for annex III which entered into force November 1, 1982.

AGREEMENT

ON

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

BETWEEN

THE NATIONAL SCIENCE FOUNDATION

OF THE

UNITED STATES OF AMERICA

AND

THE HUNGARIAN ACADEMY OF SCIENCES

OF

THE HUNGARIAN PEOPLE'S REPUBLIC

The National Science Foundation of the United States of America and the Hungarian Academy of Sciences of the Hungarian People's Republic, hereinafter referred to as "the Parties", recognizing that the administration of the Program of Scientific Cooperation conducted under the Agreement on Scientific and Technological Cooperation of July 7, 1972 [1] has been satisfactory and beneficial to both organizations and their countries, and desiring to continue this mutually beneficial cooperation,

HAVE AGREED as follows;

ARTICLE I. PRINCIPLES

1. The aim of this Agreement is to encourage and increase cooperative scientific activities between scientists, engineers, scholars,

[1] TIAS 8640, 9685; 28 UST 5356; 31 UST 5811.

and institutions of research and higher learning of the two countries; to provide opportunities for the exchange of information, ideas, skills, and techniques; to attack problems of common interest; and to utilize facilities and equipment available to both countries for scientific research.

2. The scope of the cooperation will cover all branches of science and technology, including basic and applied aspects of the natural sciences and mathematics, the engineering sciences, and the social sciences, but excluding research topics in the clinical medical sciences, business administration, and education. The Parties will identify specific areas for cooperation, which may be more defined by mutual agreement in the future.

3. Nothing in this Agreement shall affect existing or preclude future agreements and other arrangements in the fields of science and technology between agencies or organizations of the two countries.

4. The Program under this Agreement shall encourage and support exchange of scientists and cooperative scientific activities. The Program shall consist primarily of three program elements: Cooperative Research, Joint Seminars and Workshops, and Individual Scientific Visits. The primary aims of joint Seminars and Workshops and Individual Scientific Visits would be to identify research priorities and develop future joint research projects. Other activities may be added by mutual agreement.

5. The Program under this Agreement shall be subject to the laws and regulations of the two countries.

6. Obligations assumed by the Parties are subject to the availability of funds. Each side will share in the effort and the cost of each activity within the Program. This provision does not require, however, any precise matching of funds, manpower, or facilities in any given activity.

7. The National Science Foundation will be responsible for coordinating all American participation under this Agreement, and the Hungarian Academy of Sciences will be responsible for coordinating all Hungarian participation. Both Parties will use their best efforts to involve universities, research institutions, and other appropriate scientific entities in the activities sponsored under this Program.

8. Results and information derived from an activity under this Program shall be made available through customary channels in accordance with normal scientific procedures. This provision shall be implemented with due regard for existing proprietary rights and existing or imminent patents rights as specified in Annex I to this Agreement.

ARTICLE II. CONDUCT AND ADMINISTRATION OF THE PROGRAM

Conditions for the conduct and administration of the Program under this Agreement, including responsibilities, procedures, and financial arrangements, are set forth in Annex II to the Agreement.

ARTICLE III. JOINT REVIEW OF THE PROGRAM

Representatives of the Parties will meet periodically in Washington and Budapest as necessary, but not less than once a year, to evaluate the results of the activities under this Agreement, to consider modifications of the Program, to communicate information about new scientific priorities within their respective countries, and to exchange information on budgets and other administrative matters.

ARTICLE IV. ENTRY INTO FORCE, TERMINATION, MODIFICATION

1. This Agreement will enter into force upon signature by the duly authorized representatives of both Parties, and will remain in effect for a period of five years from the date of signature. Either Party may terminate the Agreement at any time after giving written notice at least six months in advance of such termination.

2. The Parties may, by mutual consent in writing, modify this Agreement and the Annexes thereto. They may renew it for an additional period by an exchange of letters.

3. A separate annex, Annex III, on subsistence rates and other allowances to be provided by the receiving side, will be concluded by the Parties before October 31, 1982. If Annex III is not concluded prior to that date, this Agreement, the Annexes thereto, and all program activities supported therein will be suspended until said Annex is concluded.

4. This Agreement replaces the Agreement on Scientific and Technical Cooperation between the National Science Foundation and the Institute for Cultural Relations signed July 7, 1972 and renewed July 7, 1977.

SIGNED, at Budapest 7th day of July 1982, in two original copies, one in English and one in Hungarian, both texts being equally authentic.

FOR THE
NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA

Richard J. Green

FOR THE
HUNGARIAN ACADEMY OF SCIENCE
OF THE HUNGARIAN PEOPLE'S REPUBLIC

Pál Lénárd

ANNEX I

PATENT RIGHTS RELATED TO ACTIVITIES UNDER THE AGREEMENT ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN

THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA

AND

THE HUNGARIAN ACADEMY OF SCIENCES OF THE HUNGARIAN PEOPLE'S REPUBLIC

With respect to rights in inventions conceived or first reduced to practice during the course of any project or any other activity conducted under this Agreement, the Parties agree to the following principles as guidelines in the equitable allocation of rights between the two sides.

SECTION I. INVENTIONS AND PATENTS

/1/ A subject invention is any invention conceived or first actually reduced to practice during any project or activity under this Agreement.

/2/ When a participant from one country makes a subject invention while visiting the other country, the Party of the in-

venting participant agrees that the host Party will receive a royalty-free, nonexclusive, irrevocable license to practice that invention in the host Party's country.

/3/ Rights to subject inventions made jointly by participants from both countries will be governed by these principles:

/a/ Each Party will have the sole right to allocate all rights to the joint subject invention within its own territory.

/b/ Either Party, or its designee, may obtain patent protection for a joint subject invention in third countries. The Party filing the patent application will notify the other Party of its action as soon as possible, but in any event within one year after the filing. The other Party or its designee may, within six months after being notified, obtain a royalty-free, nonexclusive, irrevocable license to practice the invention in the third country by agreeing to reimburse the applying Party for one-half the patenting and maintenance costs.

/c/ The participating institutions or scientists may agree on procedures for patenting and commercializing a subject invention in third countries. However, any such Agreement must recognize the rights of the Parties, and requires the approval of the Parties.

/4/ Each Party will assure that the other Party can receive the patent rights given by this section and that its partici-

pating institutions and scientists are aware of their obligations regarding inventions and patents.

/5/ The provision for rights to inventions and patents in this section is not meant to cover any inventions that are not subject inventions.

SECTION II. COPYRIGHTS

Where particular results derived from any activity under this Agreement may be subject to copyright protection, each Party may in accordance with its own laws and procedures hold or assign copyright in its own territory subject to an irrevocable, royalty-free and nonexclusive license to the other Party to publish, copy, translate and perform such results. Any such copyrighted work shall indicate the names of all persons who participated in the joint work. Either Party may seek rights in third countries upon timely written notification to the other Party.

ANNEX II

IMPLEMENTING CONDITIONS FOR THE AGREEMENT
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN

THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA

AND

THE HUNGARIAN ACADEMY OF SCIENCES
OF THE HUNGARIAN PEOPLE'S REPUBLIC

SECTION I. INTRODUCTION

In accordance with Article II of the cited Agreement, the National Science Foundation /NSF/ and the Hungarian Academy of Sciences /HAS/ agree upon the following conditions for the conduct and administration of the Program of Scientific and Technological Cooperation established between them.

SECTION II. CONDUCT OF THE PROGRAM

1. The Parties to the cited Agreement will be responsible jointly for direct transaction of all matters of Program policy and for

the overall coordination of the Program. Each Party shall designate a Program Officer who shall be the principal point of contact for the other Party in the conduct of the business of the Program.

2. The Parties shall receive, evaluate for merit, and insure conformance with the provisions of this Agreement, proposals and applications originating from scientists of their respective sides. Proposed activities may be incorporated into the Program only upon approval of the Parties to this Agreement.

3. The Parties will seek to facilitate, through collaboration with appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from their respective national territories of personnel, and to waive the custom duties on equipment and supplies required to carry out an approved activity according to the laws and regulations of each country.

SECTION III. ACTIVITIES OF THE PROGRAM

1. Projects of Cooperative Research will be designed jointly by interested scientists of both countries. Written proposals, based on understandings reached between cooperating scientists, will be submitted by the scientists' institutions to the appropriate national Party, NSF or HAS, for evaluation and determination. The proposal should include a description of the scientific project, the nature of the cooperative activities to be undertaken, a list of the principal participants with biographical and bibliographical data, a budget showing the expected costs, the proposed starting date, and the proposed duration. The pro-

posal shall be submitted as far as possible in advance of the proposed starting date, but at least nine months in advance.

2. Joint Workshops/Seminars will be binational, research-oriented and usually focused on only one topic. They may be held in either country, will normally be limited to about five to ten participants from each country, and will typically be three to five days in duration, and may include related scientific visits. Written proposals for seminars should be prepared jointly by scientists or institutions of each country and submitted to NSF and HAS for evaluation at least nine months before the proposed meeting date. The Parties will encourage the support of workshops and seminars to identify priority areas for future cooperation.

3. Scientific Visits of short duration, usually up to one month or less, may be made by scientists of one country to the other, to consult and share research experiences, in order to plan cooperative activities with their scientific colleagues. A written application or proposal outlining the purpose and other details of the intended visit will be prepared by the interested scientist and submitted to the Party in his country for evaluation and determination.

SECTION IV. PROCEDURES

1. Scientists of either country may initiate correspondence or other communication with colleagues of the other country to determine possible interest in developing a cooperative project or other activity. In appropriate cases, NSF or HAS may assist in the identification of

specialists of its own country who might have particular research interests sought by a requesting institution on behalf of interested scientists.

2. An application or proposal will be initiated by an interested scientist as set forth in Section III of this Annex, and will be submitted to the Party in his country in accordance with its established requirements and procedures. The Party will evaluate the application, determine if funding is available, and exchange pertinent information with the other Party, and reach agreement on proposals and applications to be approved.

3. Final agreement on a scientific project, activity, or set of activities or program will be established by an exchange of letters between the Parties. Each such letter will identify the proposed project, activity, or program by title and names of principal cooperating scientists of both sides, and will include an estimate of funds to be allocated by its side to the given project, activity, or program for the period proposed, and the desired duration and starting date. Both Parties will evaluate and reach funding decisions on activities within six months from the date of proposal submission.

4. The Parties agree to take all appropriate and necessary internal measures to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal signed by the authorities of each institution and as formally agreed upon in writing by the Parties.

5. Communications dealing with development, implementation, and peformance of the proposed or approved activities should be conducted di-

rectly between the proposing or cooperating institutions, i.e., the universities and research institutes.

6. Scientists and their institutions whose proposals or applications have been approved for the Program will be responsible for the performance of the approved activity and for the proper use of funds. Scientists of each side will be responsible for reporting on the status and progress of their activity through established channels in their country.

SECTION V. FINANCIAL PROVISIONS

1. For all activities under this Program, each side will support the basic costs of the activity within its own territory. This may include, for example, the salaries of its own scientists, technicians, and other support staff, and the cost of domestic travel, supplies, and equipment, including time charges for equipment use.

2. When an exchange of personnel takes place, the receiving side shall additionally provide, or meet the expense of, the following needs of each foreign visitor: lodging, subsistence, health insurance, domestic transportation connected with the visitor's scientific objectives, and medical and hospital coverage in case of sickness or accident according to normal practices in each country. Lodging to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents. Actual subsistence rates and other allowances to be pro-

vided by the receiving side will be established in a separate Annex to this Agreement. This annex, Annex III, will be concluded by the Parties before October 31, 1982.

3. The NSF and the HAS agree to review, on an annual basis, the subsistence allowances provided to American and Hungarian visiting scientists under this Agreement and to make any necessary adjustments. The adjustment will be made by agreement between the Program Officers of the two Parties.

4. When an exchange of personnel takes place, the sending side shall provide or meet the expenses of the salary and international travel of its own participants. For cooperative projects, joint seminars, and scientific visits the sending side shall provide round-trip travel for its own participants to the site of the research activity in the receiving country.

ANNEX III [1]

SUBSISTENCE AND OTHER ALLOWANCES TO BE SUPPLIED
BY RECEIVING SIDE FOR SUPPORT OF VISITING SCIENTISTS
PARTICIPATING IN PROGRAM OF
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE HUNGARIAN ACADEMY OF SCIENCES
OF THE HUNGARIAN PEOPLE'S REPUBLIC

As provided in Annex II, Section V, paragraph 3 of the Agreement on Scientific and Technological Cooperation between the National Science Foundation of the United States of America and the Hungarian Academy of Sciences of the Hungarian People's Republic, signed in Budapest on the 7th of July 1982, the Parties agree that between the 1st of November 1982 and the 31st of December 1983, the receiving side provide, or meet the expenses of, the following subsistence and other allowances:

(1) Lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying family, and

(2) Subsistence allowance at rates not less than the following:

[1] Annex III was prepared in the English language only.

	In U.S.A.	In Hungary
	$	Ft.
A. Visits of one month or less, per day:	..30...	..900..
B. Visits longer than one month, per month:		
For the visiting scientist	.700...	..19,500..
For the accompanying spouse *	...55...	...1,500..
For each accompanying child *	.41.25..	...660...

(3) Sickness and accident coverage shall be provided by each side according to the normal practices in each country.

The above sums will be paid to the visiting scientist upon his arrival, commencing with his first day in the receiving country under the terms of this cooperative Program. The allowance herein provided shall be the net amount received by the visiting scientist, and the taxes on this and other allowances for which the visiting scientist may be liable in the receiving country will be matched by a corresponding increase in funds provided him by the receiving side.

The Parties further agree that before the 31st of December 1983 they will negotiate a new schedule of allowances in order to reach full parity for the period beginning the 1st of January 1984. In addition, the Parties agree to explore options leading towards the eventual establishment of a "sending side pays" arrangement.

* For dependents remaining with the foreign visitor in the receiving country for a period of three months or more. [Footnote in the original.]

TUDOMÁNYOS ÉS MÜSZAKI EGYÜTTMÜKÖDÉSI

E G Y E Z M É N Y

A MAGYAR NÉPKÖZTÁRSASÁG TUDOMÁNYOS AKADÉMIÁJA ÉS AZ

AMERIKAI EGYESÜLT ÁLLAMOK

ORSZÁGOS TUDOMÁNYOS ALAPITVÁNYA

KÖZÖTT

A Magyar Népköztársaság Tudományos Akadémiája és az Amerikai Egyesült Államok Országos Tudományos Alapitványa - a továbbiakban Felek - elismerve, hogy az 1972. julius 7-i Tudományos és Müszaki Együttmüködési Egyezmény alapján folytatott Tudományos Együttmüködési Program megvalósitása mindkét szervezet és ország számára kielégitő és hasznos, ezt a kölcsönösen hasznos együttmüködést folytatni kivánva az alábbiakban

EGYEZNEK MEG:

I. CIKK : ELVEK

1. Ezen Egyezmény célja az, hogy a két ország természettudósai, mérnökei és társadalomtudósai, valamint kutatási és felsőoktatási intézményei közötti tudományos együttmüködési tevékenységet bátoritsa és fokozza; alkalmat adjon az információk, elgondolások, szakmai ismeretek, valamint módszerek cseréjére; erőfeszitéseket tegyen a közös érdeklődésre számottartó kérdések megoldására, valamint hogy kiaknázza a két országban a tudományos kutatás számára rendelkezésre álló létesitményeket és berendezéseket.

2. Az együttmüködés köre kiterjed a tudomány és a technika minden ágára, beleértve a természettudományok és a matematika alapkutatási és alkalmazott aspektusait, a mérnöki tudományokat, valamint a társadalomtudományokat, kizárva azonban a klinikai orvostudomány, vállalatirányitás és oktatás területéhez tartozó kutatási témákat. A Felek kijelölik az együttmüködés specifikus területeit, amelyek a jövőben tovább bővithetők kölcsönös megegyezés alapján.

3. Ebben az Egyezményben semmi sem módosithatja, vagy zárhatja ki a két ország intézményei és szervezetei között a tudomány és technika területén megkötött, vagy a jövőben kötendő egyezményeket, vagy más megállapodásokat.

4. Az ezen Egyezmény alapján zajló Program bátoritja és támogatja a tudósok cseréjét és a tudományos együttmüködési tevékenységet. A Programnak három fő része van, ugymint 1/ kutatási együttmüködés; 2/ közös szemináriumok és workshop-ok, valamint 3/ egyéni tudományos látogatások. A közös szemináriumok és workshop-ok valamint egyéni tudományos látogatások elsődleges célja a kutatási prioritások meghatározása és jövőbeni közös kutatási projektek kialakitása. Ez a kör közös megegyezéssel másfajta tevékenységekkel is bővithető.

5. Az ezen Egyezmény szerinti Programra a két ország törvényei és előirásai vonatkoznak.

6. A Felek által vállalt kötelezettségek a pénzügyi alapok rendelkezésre állásától függnek. A két Fél a programon belüli összes tevékenységgel kapcsolatos erőfeszitéseket és költségeket megosztja. Ez a rendelkezés azonban nem kivánja

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meg bármely adott tevékenység esetén a pénzügyi alapok, a munkaerő, vagy a felszerelések pontosan egyenlő megosztását.

7. A Magyar Tudományos Akadémia felelős ezen Egyezmény keretében a teljes magyar részvétel koordinálásáért, az Országos Tudományos Alapitvány felelős a teljes Egyesült Államok-beli részvétel koordinálásáért. Mindkét Fél latba veti minden erejét, hogy egyetemek, kutatási intézmények és más megfelelő tudományos egységek bekapcsolódjanak az e Program keretében támogatott tevékenységekbe.

8. Az e Program szerinti tevékenységekből származó eredmények és információk a szokásos tudományos gyakorlatnak megfelelően, a kialakult csatornákon keresztül válnak hozzáférhetővé. Ezt a rendelkezést ezen Egyezmény I. Függelékében meghatározott módon a már létező tulajdonjogok és a létező, illetve éppen a megvalósulás folyamatában lévő szabadalmi jogok megfelelő figyelembevételével kell megvalósitani.

II. CIKK : A PROGRAM IRÁNYITÁSA ÉS SZERVEZÉSE

Az ezen Egyezményben foglalt Program irányitásának és szervezésének feltételeit - a felelősséget, eljárásokat és pénzügyi megállapodásokat beleértve - ezen Egyezmény II. Függeléke rögziti.

III. CIKK : A PROGRAM KÖZÖS ÉRTÉKELÉSE

A Felek képviselői rendszeresen találkoznak szükség szerinti időközökben - de legalább évente egyszer - Washingtonban, vagy

Budapesten, hogy értékeljék ezen Egyezmény alapján folyó tevékenységek eredményeit, megfontolják a Program esetleges módositásait, informálják egymást saját országuk uj tudományos prioritásairól, valamint, hogy információcserét folytassanak a költségvetéssel és egyéb adminisztrativ ügyekkel kapcsolatban.

IV. CIKK : HATÁLYBALÉPÉS, LEJÁRAT, MÓDOSITÁS

1. Ezen Egyezmény akkor lép hatályba, amikor a két Fél megfelelőképpen felhatalmazott képviselői aláirják, az aláirás dátumától számitott öt éven át érvényben marad. Az Egyezményt bármelyik Fél bármikor felmondhatja, amennyiben erről a másik Felet legalább hat hónappal korábban irásban értesiti.

2. A Felek kölcsönös irásbeli beleegyezés alapján ezen Egyezményt és annak Függelékeit módosithatják. Az Egyezmény levélváltással ujabb időtartamra meghosszabbitható.

3. A fogadó Fél által biztositandó megélhetési költségekre és egyéb juttatásokra vonatkozólag a Felek külön függelékben, III. Függelék, állapodnak meg 1982. október 31-ig. Amennyiben a III. Függelékben ezen időpontig nem egyeznek meg, az Egyezményt, Függelékeit és annak keretében támogatott minden program tevékenységet felfüggesztenek addig, amig az emlitett Függelékben nem állapodnak meg.

4. Ezen Egyezmény a Kulturális Kapcsolatok Intézete és az Országos Tudományos Alapitvány közötti 1972. julius 7-én

aláirt és 1977. julius 7-én megujitott Tudományos és Müszaki Együttmüködési Egyezmény helvébe lép.

Aláirva: Budapesten, 1982. julius 7-én két eredeti példányban, melyek közül egyik magyar, a másik angol nyelvü, mindkettő egyformán hiteles.

A MAGYAR NÉPKÖZTÁRSASÁG
TUDOMÁNYOS AKADÉMIÁJA
NEVÉBEN

Pál Lénárd

AZ AMERIKAI EGYESÜLT ÁLLAMOK
ORSZÁGOS TUDOMÁNYOS ALAPITVÁNYA
NEVÉBEN

Richard J. Green

I. FÜGGELÉK

A MAGYAR NÉPKÖZTÁRSASÁG TUDOMÁNYOS AKADÉMIÁJA ÉS
AZ AMERIKAI EGYESÜLT ÁLLAMOK
ORSZÁGOS TUDOMÁNYOS ALAPÍTVÁNYA
KÖZÖTTI TUDOMÁNYOS ÉS MŰSZAKI EGYÜTTMŰKÖDÉSI
EGYEZMÉNY SZERINTI TEVÉKENYSÉGEKKEL
KAPCSOLATOS SZABADALMI JOGOK

Az ezen Egyezmény alapján folyó bármiféle projekt, vagy egyéb tevékenység során létrehozott, vagy elsőként gyakorlatba vett találmányokra vonatkozó jogokkal kapcsolatban a Felek az alábbi, a két Fél közötti méltányos jogelosztással kapcsolatban iránymutatónak tekintett elvekben egyeznek meg.

I. RÉSZ : TALÁLMÁNYOK ÉS SZABADALMAK

1. Tárgybani találmánynak * minősül bármely olyan találmány, amelyet az ezen Egyezmény keretében zajló valamely projekt, vagy tevékenység során dolgoztak ki, vagy vettek gyakorlatba.

2. Ha az egyik országbeli résztvevő a másik országban való tartózkodása során tárgybani találmányt hoz létre, a feltaláló résztvevő szempontjából illetékes Fél hozzájárul ahhoz, hogy a vendégül látó Fél licencia-díj mentes, nem-kizárólagos és visszavonhatatlan licenciát kapjon a találmánynak a vendéglátó országbeli felhasználására.

3. A két országbeli résztvevők által közösen létrehozott találmányokkal kapcsolatos jogok esetében az alábbi elvek az iránymutatóak:

a/ Mindkét Félnek kizárólagos joga van a közös tárgybani találmánnyal kapcsolatos mindenféle joggal saját területén való rendelkezésre.

b/ Bármelyik Fél - vagy az általa megjelölt személy - szabadalmi oltalmat szerezhet a közös tárgybani találmánnyal kapcsolatban harmadik országbeli alkalmazás esetén. A szabadalmi bejelentést megtevő Fél a bejelentésről a másik Felet a lehető leggyorsabban, de mindenképpen a bejelentés megtételétől számitott egy éven belül értesiti. A másik Fél - avagy az általa megjelölt személy - az értesitéstől számitott hat hónapon belül licenciadij-mentes, nem kizárólagos és visszavonhatatlan licenciát kap a szabadalomnak a harmadik országban való hasznositására, amennyiben kötelezettséget vállal arra, hogy a szabadalmi bejelentést megtevő Félnek a szabadalmaztatási és szabadalom-fenntartási költségek felét megtériti.

c/ A résztvevő intézmények, vagy tudósok megegyezhetnek a tárgybani szabadalom harmadik országbeli szabadalmaztatási és kereskedelmi értékesitési eljárásait illetően. Mindazonáltal bármiféle ilyen megállapodásnak figyelembe kell vennie a Felek jogait, valamint el kell nyernie a Felek jóváhagyását.

4. Mindkét Fél biztositja, hogy a másik Fél az e részben foglalt szabadalmi jogokat megkaphatja és, hogy a Fél résztvevő intézményei és tudósai tudatában vannak a találmányokkal és szabadalmakkal kapcsolatos kötelezettségeiknek.

5. Az e Részben leirt találmányokkal, illetve szabadalmakkal kapcsolatos jogokra vonatkozóan elmondottak nem vonatkoznak a nem tárgybani találmányokra.

II. RÉSZ : SZERZŐI JOGI ALKOTÁSOK

Ha az ezen megállapodás alá tartozó bármiféle tevékenységből származó meghatározott eredmények szerzői jogi védelem alá eshetnek, mindkét Fél - saját törvényeinek és eljárásainak megfelelően - azokat megtarthatja, vagy átruházhatja saját területe vonatkozásában a másik Félnek, visszavonhatatlan, licencia-dij mentes és nem kizárólagos licencia alapján, amely az ilyen eredmények közzétételére, sokszorositására, leforditására és előadására vonatkozik. Minden ilyen szerzői jogi oltalom alá eső munkán fel kell tüntetni az összes, a közös munkában résztvevő személy nevét. Bármelyik Fél eljárhat e jogok harmadik országban való megszerzése érdekében, a másik Fél idejében történő irásbeli értesitése esetén.

* Tárgybani találmánynak nevezzük ezen Egyezmény keretében folyó közös kutatási projekt végrehajtása során a két Fél együttes tevékenységének eredményeként létrejött találmányokat.

II. FÜGGELÉK

A MAGYAR NÉPKÖZTÁRSASÁG TUDOMÁNYOS AKADÉMIÁJA
ÉS AZ
AMERIKAI EGYESÜLT ÁLLAMOK
ORSZÁGOS TUDOMÁNYOS ALAPITVÁNYA
KÖZÖTTI TUDOMÁNYOS ÉS MÜSZAKI EGYÜTTMÜKÖDÉSI
EGYEZMÉNY VÉGREHAJTÁSI FELTÉTELEI

I. RÉSZ : BEVEZETÉS

A Magyar Tudományos Akadémia /MTA/ és az Országos Tudományos Alapitvány /NSF/ az idézett Egyezmény II. Cikkével összhangban a közöttük létrejött Tudományos és Müszaki Együttmüködési Program irányitásával és szervezésével kapcsolatban az alábbi feltételekben állapodnak meg.

II. RÉSZ : A PROGRAM IRÁNYITÁSA

1. Az idézett Egyezményt aláiró Felek közösen felelősek a Program vitelében adódó összes ügy közvetlen lebonyolitásáért és a Program általános koordinálásáért. Mindegyik Fél kijelöl egy program-felelőst, akivel a másik Fél a Program ügyeinek irányitása során elsősorban kapcsolatban van.

2. A Felek saját tudósaiktól javaslatokat és előterjesztéseket kapnak, amelyeket érdemben elbirálnak és amelyeknek ezen Egyezmény rendelkezéseivel való összhangját biztositják. A javasolt tevékenységek csak az ezen Egyezményt aláiró Felek jóváhagyásával kaphatnak helyet a Programban.

3. A Felek igyekeznek a megfelelő hatóságokkal való együttműködés révén előmozditani az érintett személyeknek a Felek saját nemzeti területére való belépéséhez, illetve az onnan való távozásához szükséges vizumok és egyéb hivatalos engedélyek megadását, valamint a jóváhagyott tevékenységek végrehajtásához szükséges berendezésekre és felszerelésekre vonatkozó vámilletéknek az illető ország törvényei és előirásai szerinti elengedését.

III. RÉSZ : A PROGRAM KERETÉBE TARTOZÓ TEVÉKENYSÉGEK

1. A közös kutatási projektumokat a két ország érdekelt tudósai közösen jelölik ki. Az együttműködő tudósok közötti egyetértésen alapuló irásbeli javaslatokat a tudósok intézményei az illetékes saját Félhez, a Magyar Tudományos Akadémiához, illetve az Országos Tudományos Alapitványhoz továbbitják értékelés és elbirálás céljából. A javaslatnak tartalmaznia kell a tudományos projektum leirását, a megvalósitandó közös tevékenységek jellegét, a fő résztvevők felsorolását életrajzi és publikációs adatokkal együtt, a várható költségekre vonatkozó költségvetést, a javasolt kezdési időpontot és a javasolt időtartamot. A javaslatot a javasolt kezdési időponthoz képest minél korábban, de legalábbis kilenc hónappal előbb kell benyujtani.

2. A közös workshop-ok, szemináriumok munkájában a két ország tudósai vesznek részt; e rendezvények kutatásorientáltak és rendszerint csak egy témával foglalkoznak. Bármelyik országban rendezhetők, rendes körülmények között három-öt napos időtartamuak; a résztvevők száma rendszerint országonként öttiz főre korlátozott. Ezek keretében idevágó tudományos látogatásokra is sor kerülhet. A szemináriumokkal kapcsolatos irás-

beli javaslatot a két ország tudósai, vagy intézményei közösen készitik és nyujtják be az MTA-hoz, illetve az NSF-hez elbirálásra, legalább kilenc hónappal a találkozó javasolt időpontja előtt. A Felek bátoritják a workshop-ok és szemináriumok támogatását, hogy ezáltal is meghatározhassák a jövőbeni együttmüködésben elsőséget élvező területeket.

3. Rövid - rendszerint maximum egy hónap, vagy rövidebb - tudományos látogatásokat tehetnek az egyik ország tudósai a másik országban konzultálás és tudományos tapasztalatcsere céljából, hogy kollégáikkal az együttmüködési tevékenységet megtervezzék. Az érdekelt tudós irásbeli folyamodványt, vagy javaslatot készit, amelyben körvonalazza a szándékolt látogatás célját és egyéb részleteit, s ezt a saját országabeli Félhez nyujtja be értékelés és elbirálás végett.

IV. RÉSZ : ELJÁRÁSOK

1. A két országbeli tudósok levélváltást, vagy másfajta érintkezést kezdeményezhetnek másik országbeli kollégáikkal abból a célból, hogy megállapitsák az együttmüködési projektum, vagy másfajta tevékenység kialakitása iránti esetleges érdekeltséget. Megfelelő esetekben az MTA, vagy az NSF segitséget nyujthat azon szakemberek megtalálásában, akik országukban érdekeltek azon kutatásokban, amelyeket a kérést benyujtó intézmény az érdekelt tudósok nevében javasol.

2. Az előterjesztést, vagy javaslatot az érdekelt tudós nyujthatja be az ezen Függelék III. Részében foglaltaknak megfelelően, azt a saját országabeli Fél elé terjesztve

annak elfogadott kivánalmai és eljárásai szerint. Az illetékes Fél értékeli a kérelmet, eldönti, hogy rendelkezésre áll-e ehhez a megfelelő pénzügyi alap; kicseréli idevágó információit a másik Féllel és megegyezik vele a jóváhagyandó javaslatok és előterjesztések tekintetében.

3. A tudományos projektumra, tevékenységre, tevékenységek sorozatára, vagy programra vonatkozó végső megegyezés a Felek közötti levélváltás utján jön létre. Minden ilyen levél megjelöli a javasolt projektumot, tevékenységet, vagy programot megadva annak cimét és a két Fél részéről közremüködő legfontosabb tudósok nevét, tartalmazza a saját Fél által javasolt időtartamra az adott projektum, tevékenység, vagy program céljaira jóváhagvott pénzügyi alapok hozzávetőleges összegét, valamint a kivánt időtartamot és kezdési időpontot. A két Fél a javaslat benyujtásától számitott hat hónapon belül értékeli azt és döntést hoz annak anyagi támogatásával kapcsolatban.

4. A Felek megállapodnak abban, hogy megtesznek minden megfelelő és szükséges belső intézkedést, hogy az egyes intézmények hivatalos személyei által aláirt és a Felek által irásban hivatalosan is jóváhagyott javaslatban foglalt megállapodásokat és feltételeket teljesitsék.

5. A javasolt, vagy jóváhagvott tevékenységek fejlesztésével, teljesitésével és megvalósulásával összefüggő kapcsolattartás közvetlenül a javaslatot tevő, vagy együttmüködő intézmények - azaz az egyetemek és kutatóintézetek - között folyik.

6. A tudósok és intézményeik, akiknek javaslatát, vagy előterjesztését a Program keretében jóváhagyták, felelősek a jóváhagyott tevékenység megvalósitásáért és a pénzügyi alapok

megfelelő felhasználásáért. A tudósok mindkét oldalon felelősek azért, hogy tevékenységük állásáról és előrehaladásáról országukban előírt módon jelentést tegyenek.

V. RÉSZ : PÉNZÜGYI INTÉZKEDÉSEK

1. Minden, e Program keretében folyó tevékenység esetében a Felek biztosítják a saját területükön végzett tevékenység alapvető költségeit. Ebbe beletartozhat például saját tudósaiknak, technikusaiknak és egyéb kiszolgálószemélyzetnek a fizetése, az otthoni utazási költségek, valamint a felszerelések és berendezések költsége, beleértve ebbe a berendezések használatáért fizetett bérleti díjakat is.

2. Amennyiben a szakemberek cseréje létrejön, az esetben a fogadó Fél ezen kívül biztosítja illetve fedezi a külföldi látogató alábbi szükségleteit: szállás, megélhetés, egészségügyi biztosítás, a látogató tudományos céljaival kapcsolatos országon belüli utaztatás, valamint betegség, vagy baleset esetén az orvosi és kórházi ellátás költségei mindegyik országban a szokásos gyakorlat szerint. A fogadó Fél által biztosított szállásnak a látogató tudós tudományos szintjének, illetve - amennyire ez lehetséges - kísérő családtagjai szükségleteinek kell megfelelnie. A tényleges megélhetési költségek és más juttatások, melyeket a fogadó Fél biztosít, ezen Egyezmény külön függelékében kerülnek meghatározásra. Ebben a függelékben, III. Függelék, a Felek 1982. október 31-ig egyeznek meg.

3. Az MTA és az NSF megállapodik abban, hogy évenként felülvizsgálja a magyar és az amerikai vendég-kutatóknak nyújtott

anyagi juttatásokat és megteszi a szükséges módositásokat. A kiigazitásokra a két Fél programfelelőse közötti megállapodás alapján kerülhet sor.

4. Személycserekor a küldő Fél biztositja saját résztvevői nemzetközi utazási költségeit és fizetését. Együttműködési projektumok, közös szemináriumok, valamint tudományos látogatások esetén a küldő Fél biztositja saját résztvevőinek a fogadó országbeli kutatási tevékenység szinhelyére való oda-vissza utaztatását.

BRAZIL

Space Research: Sounding Rockets and Balloons

Agreement amending and extending the agreement of November 14, 1978 and January 24, 1979.
Effected by exchange of notes
Signed at Brasilia May 7, 1982;
Entered into force May 7, 1982;
Effective January 24, 1981.

The American Ambassador to the Brazilian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

NO. 095 Brasilia, May 7, 1982

Excellency:

I have the honor to inform Your Excellency that the Government of the United States of America agrees to renew, for a period of 3 (three) years, from January 24, 1981, the Memorandum of Understanding, between the Brazilian Commission for Space Activities (COBAE) and the United States National Aeronautics and Space Administration (NASA), for Atmospheric Research Sounding Rocket and Balloon Cooperation of November 14, 1978, which entered into effect on January 24, 1979, by an exchange of notes between our two governments.[1]

Paragraphs 1 and 3, line D, however, will go into effect with the following text:

1. The Brazilian Commission for Space Activities (COBAE) and the United States National Aeronautics and Space Administration (NASA) agree to pursue a cooperative sounding rocket and balloon launching effort to be implemented on the Brazilian side by the Institute for Space Research (INPE) of the National Council for Scientific and Technological Development (CNPq) and the Barreira do Inferno Rocket Launching Center (CLFBI) of the Ministry of Aeronautics (MAER)

His Excellency
Ramiro Saraiva Guerreiro
Minister of Foreign Affairs
Brasilia, D.F.

[1] TIAS 9403: 30 UST 3493.

to study the concentrations of various earth's ozone layer, its generation and depletion, and to help calibrate and verify satellite remote sensors. This cooperation will supplement measurements being made from Wallops Island, Virginia (37" 50' N) and other sites for high earth latitude coverage. Launching from Natal (5" 5' S) will provide the near Equatorial data needed for broad latitudinal coverage. It is understood that CNPq/INPE will be the coordinating agency on the Brazilian side.

It is planned that rocket launchings for ozone and meteorological measurements, each approximately 15 times per year (total of 30 launchings per year), and a balloonsonde launching approximately four times per month will be carried out by CNPq/INPE and MAER/CLFBI, for a period of three years.

3. .....

D. Calibrate and launch ozone balloonsondes four times per month; data from the balloonsondes will be reduced and provided to NASA.

This note and the note of Your Excellency, of equal wording and of the same date, constitute an agreement between our two governments and enter into force on this date.

I take this opportunity to renew to Your Excellency my assurances of highest consideration.

[1]

[1] Langhorne A. Motley.

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

Em 7 de maio de 1982.

DAI/DIE/DCS/ 50 /692.2(B46)(B13)

Senhor Embaixador,

Tenho a honra de comunicar a Vossa Excelência que o Governo brasileiro concorda em considerar renovado por um período de três anos, a partir de 24 de janeiro de 1981, o Memorando de Entendimento entre a Comissão Brasileira de Atividades Espaciais (COBAE) e a Administração Nacional para Espaço e Aeronáutica (NASA) para Cooperação de Pesquisa Atmosférica com Foguetes de Sondagem e Balão, de 14 de novembro de 1978, que entrou em vigor a 24 de janeiro de 1979, por troca de notas entre nossos dois Governos.

2. Os parágrafos 1 e 3, alínea D, passarão, contudo, a vigorar com a seguinte redação:

"§ 1.. A Comissão Brasileira de Atividades Espaciais (COBAE) e a Administração Nacional para Espaço e Aeronáutica (NASA) dos Estados Unidos da América concordam em levar adiante um esforço de cooperação para lançamento de

A Sua Excelência o Senhor Langhorne Anthony Motley,
Embaixador Extraordinário e Plenipotenciário dos
Estados Unidos da América.

MRE/DAI/DIE/DCS/ 50 /692.2(B46)(B13)/1982/2.

de foguetes de sondagem e lançamento de balão, a ser implementado, do lado brasileiro, pelo Instituto de Pesquisas Espaciais (INPE), do Conselho Nacional de Desenvolvimento Científico e Tecnológico (CNPq), e o Centro de Lançamento de Foguetes de Barreira do Inferno (CLFBI), do Ministério da Aeronáutica (MAer), para estudar a concentração de vários componentes atmosféricos que contribuiriam ao melhor conhecimento da camada de ozônio da Terra, sua geração e exaustão, e para ajudar a calibração e verificação de sensores remotos de satélites. Esta cooperação suplementará medidas que estão sendo tomadas em Wallops Island, Virgínia (37° 50' N) e outros locais, para a cobertura da Terra em altas latitudes. Os lançamentos de Natal (5° 55' S)[1] proverão dados próximos ao Equador necessários para mais ampla cobertura de latitudes. Fica entendido que o CNPq/INPE será a Agência coordenadora da parte brasileira. Fica planejado que lançamentos para medidas meteorológicas e de ozônio, respectivamente em número aproximado de 15 vezes por ano (total de 30 lançamentos por ano) e um lançamento de balão sonda, aproximadamente quatro vezes por mês, serão efetuados pelo CNPq/INPE e MAer/CLFBI, por um período de três anos.

§ 3. .....

D. Calibrar e lançar balões-sonda de ozônio, quatro vezes por mês; os dados destes balões-sonda serão reduzidos e fornecidos à NASA";

[1] Should read "(5° 5' S)".

MRE/DAI/DIE/DCS/ 50 /692.2(B46)(B13)/1982/3.

3. A presente nota e a nota de Vossa Excelência, de igual teor e mesma data, constituem Acordo entre nossos dois Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS

May 7, 1982

No. DAI/DIE/DCS/50/692(B46)(B13)

Excellency:

I have the honor to inform Your Excellency that the Government of Brazil agrees to renew, for a period of three years, from January 24, 1981, the Memorandum of Understanding between the Brazilian Commission for Space Activities (COBAE) and the National Aeronautics and Space Administration (NASA) for Atmospheric Research Sounding Rocket and Balloon Cooperation of November 14, 1978, which entered into effect on January 24, 1979, by an exchange of notes between our two governments.

2. Paragraphs 1 and 3, line D, however, will go into effect with the following text:

[For the English language text, pp. 3695-3696.]

3. This note and Your Excellency's note, which have the same text and date, constitute an agreement between our two governments and enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

R S Guerreiro

Ramiro Saraiva Guerreiro

His Excellency
Langhorne Anthony Motley,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

EGYPT

Defense Assistance: Equipment

Memorandum of understanding signed at Cairo October 21, 1979;
Entered into force October 21, 1979.
And extending agreement
Signed at Washington October 21, 1982;
Entered into force October 21, 1982.

21 October 1979

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT RELATING TO THE PRODUCTION IN EGYPT OF U.S. DESIGNED DEFENSE EQUIPMENT

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT, HERINAFTER REFERRED TO AS THE GOVERNMENTS:

NOTING THAT THE GOVERNMENT OF EGYPT HAS REQUESTED PRODUCTION ASSISTANCE IN THE MANUFACTURE OF DEFENSE EQUIPMENT AND TECHNICAL ASSISTANCE IN IMPROVING EXISTING SYSTEMS TO EXTEND THEIR USEFUL LIFE IN ORDER TO CONSERVE ITS HARD CURRENCY AND FOREIGN EXCHANGE, AND ENABLE EGYPT TO ECONOMICALLY MEET ITS OWN DEFENSE NEEDS; INTENDING TO UTILIZE THE DEFENSE INDUSTRIAL CAPABILITY OF EGYPT AND ACHIEVE A MORE READILY AVAILABLE SOURCE OF SPARE PARTS FOR DEFENSE ITEMS HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING IN ORDER TO ACHIEVE THE ABOVE AIMS.

THE MEMORANDUM OF UNDERSTANDING (MOU) SETS OUT THE GUIDING PRINCIPLES GOVERNING MUTUAL COOPERATION IN CONVENTIONAL DEFENSE EQUIPMENT, TECHNICAL DATA TRANSFERS AND PROCUREMENT AND LOGISTIC SUPPORT OF AGREED-UPON DEFENSE SUPPLIES AND SERVICES.

ARTICLE I

PRINCIPLES GOVERNING TECHNICAL DATA RELEASE AND RECIPROCAL DEFENSE COOPERATION

1. THE GOVERNMENTS INTEND TO FACILITATE THE ACCOMPLISHMENT OF THE ABOVE-STATED AIMS THROUGH COOPERATION IN THE TRANSFER OF TECHNICAL DATA FOR MUTUALLY AGREED PROJECTS AND BY AFFORDING EACH OTHER'S NATIONAL SOURCES IMPROVED OPPORTUNITIES TO OFFER RELATED PRODUCTS AND SERVICES. PROJECTS AND ITEMS MAY BE ANNEXED TO THE MOU BY AGREEMENT OF THE GOVERNMENTS.

2. THE GOVERNMENT OF EGYPT MAY REQUEST TECHNICAL DATA PACKAGES (TDPS) WHICH IT DESIRES TO RECEIVE, (AND BE LICENSED TO USE FOR MANUFACTURE, OPERATION, MAINTENANCE OR REPAIR OF DEFENSE EQUIPMENT FOR THE USE OF THE ARMED FORCES OF EGYPT) AND SHALL SUBMIT SAME TO THE DEPARTMENT OF STATE OF THE UNITED STATES GOVERNMENT FOR APPROVAL THROUGH NORMAL CHANNELS.

3. TDPS OWNED BY THE GOVERNMENT OF THE UNITED STATES AND WHICH THE GOVERNMENT OF THE UNITED STATES APPROVES FOR TRANSFER TO THE GOVERNMENT OF EGYPT WILL BE DONE SO IN ACCORDANCE WITH DD FORM 1513, LETTER OF OFFER AND ACCEPTANCE. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE TERM OF THIS MOU AND ANY SUCH DD FORM 1513, THE LATTER SHALL GOVERN. COMMERCIALLY OWNED TDPS WHICH HAVE BEEN APPROVED BY THE GOVERNMENT OF THE UNITED STATES FOR TRANSFER TO THE GOVERNMENT OF EGYPT UNDER A COMMERCIAL LICENSING AGREEMENT SHALL BE DONE SO THROUGH NORMAL COMMERCIAL CHANNELS.

4. BOTH GOVERNMENTS, IN FURTHERANCE OF PROJECTS CARRIED OUT UNDER THIS MOU WILL ACCORD THE FOLLOWING TREATMENT ON A RECIPROCAL BASIS TO OFFERS OF SERVICE TO BE PERFORMED OR SUPPLIES TO BE PRODUCED, IN THE OTHER COUNTRY:

A. OFFERS WILL BE EVALUATED WITHOUT APPLYING PRICE DIFFERENTIALS RESULTING FROM BUY NATIONAL LAWS AND REGULATIONS.

B. TO THE EXTENT PERMITTED BY LAW AND REGULATION, THESE OFFERS WILL BE EVALUATED WITHOUT CONSIDERATION OF THE COST OF CUSTOM DUTIES AND PROVISIONS WILL BE MADE FOR DUTY-FREE ENTRY CERTIFICATES AND RELATED DOCUMENTATION.

C. FULL CONSIDERATION WILL BE GIVEN TO QUALIFIED INDUSTRIAL AND/OR GOVERNMENTAL SOURCES OF THE OTHER COUNTRY FOR ITEMS OR SERVICES CONSISTENT WITH THE POLICIES AND CRITERIA OF THE COGNIZANT PURCHASING AGENCIES. IT BEING UNDERSTOOD THAT SUCH OFFERS WILL BE REQUIRED TO SATISFY REQUIREMENTS OF THE PURCHASING ORGANIZATION FOR PERFORMANCE, QUALITY, DELIVERY, AND COSTS.

D. THE OTHER REQUIREMENTS OF EACH GOVERNMENT'S LAWS AND REGULATIONS RELATING TO PURCHASES OF PROPERTY AND SERVICES (INCLUDING THE REQUIREMENTS FOR OBTAINING COMPETITION FOR SUCH PURCHASES) SHALL BE APPLICABLE.

5. BOTH GOVERNMENTS WILL PROVIDE APPROPRIATE POLICY GUIDANCE AND ADMINISTRATIVE PROCEDURES WITHIN THEIR RESPECTIVE DEFENSE PROCUREMENT ORGANIZATIONS TO FACILITATE IMPLEMENTATION OF THIS AGREEMENT AND ACHIEVEMENT OF IMPROVED DEFENSE COOPERATION. EACH GOVERNMENT WILL ALSO BE RESPONSIBLE FOR CALLING TO THE ATTENTION OF THE RELEVANT INDUSTRIES WITHIN ITS COUNTRY THE BASIC UNDERSTANDING OF THIS MEMORANDUM OF UNDERSTANDING, TOGETHER WITH AN APPROPRIATE IMPLEMENTING GUIDANCE.

6. TECHNICAL DATA, INCLUDING TDPS, FURNISHED TO THE OTHER GOVERNMENT OR TO PERSONS IN THE OTHER COUNTRY FOR THE PURPOSE OF OFFERING OR BIDDING ON, OR PERFORMING A DEFENSE CONTRACT FOR EITHER GOVERNMENT, SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE PRIOR AGREEMENT OF THE ORIGINATING GOVERNMENT AS WELL AS THE PRIOR AGREEMENT OF THOSE OWNING OR CONTROLLING PROPRIETARY RIGHTS IN SUCH TECHNICAL INFORMATION. EACH GOVERNMENT WILL ENSURE THAT FULL PROTECTION WILL BE GIVEN TO ITS OFFICERS, AGENTS, AND CONTRACTORS TO SUCH PROPRIETARY, OR TO ANY PRIVILEGED PROTECTED, OR CLASSIFIED DATA AND INFORMATION THEY CONTAIN. EACH GOVERNMENT WILL ALSO UNDERTAKE ITS BEST EFFORTS TO ENSURE COMPLIANCE WITH THE FOREGOING PROVISIONS ON THE PART OF OTHER PERSONS IN ITS COUNTRY. IN NO EVENT SHALL SUCH TECHNICAL INFORMATION OR TDPS DERIVED THEREFROM BE TRANSFERRED TO ANY THIRD COUNTRY OR ANY OTHER THIRD PARTY TRANSFERREE WITHOUT THE PRIOR WRITTEN CONSENT OF THE ORIGINATING GOVERNMENT.

7. THE TRANSFER TO THIRD COUNTRIES OR TO ANYONE NOT AN OFFICER, AGENT OR EMPLOYEE OF RECIPIENT GOVERNMENT OF MATERIAL OR TECHNICAL DATA AND OF ARTICLES OR SERVICES DIRECTLY DERIVED THEREFROM GENERATED FROM THE MUTUAL COOPERATIVE PROGRAMS UNDER THIS MOU REQUIRES CASE-BY-CASE ADVANCE AGREEMENT OF THE ORIGINATING GOVERNMENT, OBTAINED THROUGH NORMAL CHANNELS.

8. BOTH GOVERNMENTS WILL UNDERTAKE THEIR BEST EFFORTS TO ASSIST IN NEGOTIATING, LICENSING, ROYALITIES, AND TECHNICAL DATA EXCHANGES WITH THEIR RESPECTIVE INDUSTRIES, WHEN THE PROJECTS.* BOTH GOVERNMENTS WILL GIVE TIMELY CONSIDERATION TO THE NECESSARY EXPORT LICENSES REQUIRED FOR THE SUBMISSION OF BIDS OR PROPOSALS OR OTHERWISE REQUIRED FOR THE PERFORMANCE OF SUCH PROJECTS.

9. OULY AUTHORIZED UNITED STATES GOVERNMENT REPRESENTATIVES (EITHER EMPLOYEES OF THE GOVERNMENT OF THE UNITED STATES OR CONTRACTOR PERSONNEL) SHALL HAVE ACCESS TO INSPECT THE PRODUCTION, TESTING, OR EVALUATION OF ANY ITEMS MANUFACTURED FROM THE U.S. TECHNICAL DATA FURNISHED PURSUANT TO THIS MEMORANDUM OF UNDERSTANDING. IN CASES WHERE PRODUCTION, TESTING, OR EVALUATION OF SUCH ITEMS IS PERFORMED IN A SENSITIVE LOCATION, ACCESS TO SUCH ITEMS WILL BE GIVEN AFTER RECEIPT OF PRIOR NOTICE SUFFICIENT TO PERMIT THE GOVERNMENT OF EGYPT TO MAKE SECURITY ARRANGEMENTS TO PROTECT OTHER FACILITIES OR EQUIPMENT IN THE VICINITY.

10. THE GOVERNMENT OF EGYPT AGREES TO FURNISH AT NO COST TO THE GOVERNMENT OF THE UNITED STATES DETAILED TECHNICAL DATA AND INFORMATION ON INVENTIONS, IMPROVEMENTS, AND MODIFICATIONS DIRECTLY DERIVED FROM THE USE OF TECHNICAL DATA ACQUIRED BY THE GOVERNMENT OF EGYPT PURSUANT TO THIS MOU NOTWITHSTANDING PARAGRAPH 7. THE GOVERNMENT OF THE UNITED STATES SHALL HAVE THE RIGHT TO USE SUCH DATA ON A ROYALTY-FREE BASIS FOR THE USE BY THE ARMED FORCES OF THE UNITED STATES, THE MILITARY ASSISTANCE PROGRAM (GRANT AID) OF THE UNITED STATES GOVERNMENT OR FOR FOREIGN MILITARY SALES.

11. THIS MEMORANDUM OF UNDERSTANDING SHALL BE EFFECTIVE FOR A PERIOD OF THREE YEARS UNLESS OTHERWISE AGREED. EITHER PARTY MAY TERMINATE THIS MEMORANDUM OF UNDERSTANDING BY GIVING NOTICE TO THE OTHER PARTY OF ITS INTENTION TO TERMINATE. IN SUCH CASE, THE MEMORANDUM OF UNDERSTANDING SHALL TERMINATE ONE YEAR AFTER SUCH NOTICE HAS BEEN GIVEN, BUT WITHOUT PREJUDICE TO OBLIGATIONS AND LIABILITIES WHICH HAVE THEN ACCRUED PURSUANT TO THE TERMS HEREUNDER, IN PARTICULAR THOSE UNDER PARAGRAPHS 3, 6, AND 7 OF THIS MOU.

12. PROMPTLY AFTER ENTRY INTO EFFECT OF THIS MOU, THE COMMITTEE ESTABLISHED PURSUANT TO ARTICLE 11 OF THE MOU WILL COMMENCE THE REVIEW OF THE CANDIDATE PROJECTS AND WILL SUBMIT RECOMMENDATIONS TO THE GOVERNMENTS CONCERNING THE PROJECTS TO BE UNDERTAKEN. PROJECTS AS TO WHICH THE REQUISITE AGREEMENTS HAVE BEEN MADE BETWEEN THE GOVERNMENTS WILL BE LISTED IN ANNEX A.

13. THE ACTIVITIES OF THE UNITED STATES GOVERNMENT IN FURTHERANCE OF THIS MOU SHALL BE UNDERTAKEN IN ACCORDANCE WITH, AND SUBJECT TO, APPLICABLE UNITED STATES LAWS AND REGULATIONS, IN PARTICULAR THE ARMS EXPORT CONTROL ACT AND REGULATIONS ISSUED PURSUANT THERETO. FOREIGN MILITARY SALES CASES UNDER THIS MOU SHALL BE EXECUTED IN ACCORDANCE WITH THE U.S. ARMS EXPORT CONTROL ACT AND GOVERNED BY THE TERMS AND CONDITIONS OF THE DD FORM 1513, LETTER OF OFFER AND ACCEPTANCE.

*THE TEXT OF THE AGREEMENT AS NEGOTIATED BY THE GOVERNMENTS INCLUDES THE FOLLOWING LANGUAGE AFTER "PROJECTS": "...CARRIED OUT UNDER THIS MOU REQUIRE SUCH EFFORTS." THE FOREGOING LANGUAGE WAS OMITTED THRU INADVERTENCE FROM THE TEXT OF THE AGREEMENT AS ACTUALLY SIGNED.

ARTICLE II - IMPLEMENTING PROCEDURES

A JOINT U.S. EGYPT COMMITTEE SHALL BE ESTABLISHED TO PERIODICALLY REVIEW THE PROGRESS OF IMPLEMENTATION OF THIS MOU. THE DEPARTMENTS OF STATE AND DEFENSE WILL BE RESPONSIBLE IN THE U.S. GOVERNMENT FOR IMPLEMENTATION OF THIS MOU. THE EGYPTIAN MINISTRY OF DEFENSE WILL BE THE RESPONSIBLE COUNTERPART AUTHORITY FOR THE GOVERNMENT OF EGYPT. OTHER DUTIES TO BE ASSIGNED THE JOINT COMMITTEE AND THE FREQUENCY OF THEIR MEETINGS SHALL BE FURTHER DEFINED AND ANNEXED TO THIS MOU.

ARTICLE III - SECURITY

1. TO THE EXTENT THAT ANY ITEMS, PLANS, SPECIFICATIONS, OR INFORMATION FURNISHED IN CONNECTION WITH THE SPECIFIC IMPLEMENTATION OF THIS MOU ARE CLASSIFIED BY EITHER GOVERNMENT FOR SECURITY PURPOSES, THE OTHER GOVERNMENT SHALL MAINTAIN A SIMILAR CLASSIFICATION AND EMPLOY ALL MEASURES NECESSARY TO PRESERVE SUCH SECURITY EQUIVALENT TO THOSE MEASURES EMPLOYED BY THE CLASSIFYING GOVERNMENT THROUGH THE PERIOD DURING WHICH THE CLASSIFYING GOVERNMENT MAY MAINTAIN SUCH CLASSIFICATIONS.

2. CLASSIFIED MILITARY INFORMATION AND MATERIAL SHALL BE TRANSFERRED ONLY ON A GOVERNMENT-TO-GOVERNMENT BASIS AND ONLY TO PERSONS WHO HAVE APPROPRIATE SECURITY CLEARANCE FOR ACCESS TO IT.

3. EACH GOVERNMENT WILL PERMIT SECURITY EXPERTS OF THE OTHER GOVERNMENT TO MAKE PERIODIC VISITS TO ITS TERRITORY, WHEN IT IS MUTUALLY CONVENIENT, TO DISCUSS WITH ITS SECURITY AUTHORITIES ITS PROCEDURES AND FACILITIES FOR THE PROTECTION OF CLASSIFIED MILITARY INFORMATION FURNISHED TO IT BY THE OTHER GOVERNMENT. EACH GOVERNMENT WILL ASSIST SUCH EXPERTS IN DETERMINING WHETHER SUCH INFORMATION PROVIDED TO IT BY THE OTHER GOVERNMENT IS BEING ADEQUATELY PROTECTED.

4. THE RECIPIENT GOVERNMENT WILL INVESTIGATE ALL CASES IN WHICH IT IS KNOWN OR THERE ARE GROUNDS FOR SUSPECTING THAT CLASSIFIED MILITARY INFORMATION FROM THE ORIGINATING COUNTRY HAS BEEN LOST OR DISCLOSED TO UNAUTHORIZED PERSONS. THE RESPONSIBLE GOVERNMENT AGENCY OF THE ORIGINATING COUNTRY WILL, WITHOUT DELAY, BE FULLY ADVISED OF SUCH OCCURRENCES AND OF THE FINAL FINDINGS AND CORRECTIVE ACTION TAKEN TO PRECLUDE RECURRENCES.

5. THIS MOU SHALL ENTER INTO FORCE AND EFFECT AFTER EXCHANGE OF NOTIFICATIONS AMONG THE GOVERNMENTS THAT EACH HAS COMPLIED WITH THE REQUIREMENTS OF ITS NATIONAL LAWS AND PRACTICES THAT ARE PREREQUISITES TO ENTRY INTO FORCE OF THIS AGREEMENT.[1]

FOR THE GOVERNMENT OF EGYPT

K. H. Ali

GENERAL KAMAL HASSAN ALI

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

William J. Perry

DOCTOR WILLIAM J. PERRY

[1] The memorandum of understanding entered into force on signature. [Footnote added by the Department of State.]

لها من الحكومه الاخرى ـ لافراد غير مصرح لهم بذلك •

ويتم ابلاغ الجهه الحكوميه المسئوله للدوله المالكه فورا ودون اى تاخير بما حدث وبالنتائج الاخيره التى تم التوصل اليها والاجراءات التصحيحيه لمنع تكرار ذلك مستقبلا •

هـ ـ تصبح هذه المذكره نافذه المفعول بعد تبادل الاشعار بين الحكومتين بان كل منهما قد تأكدت من توافق احكامها مع القوانين المحليه والضروريه لسريان مفعول هذه المذكره •

عن حكومة
جمهورية مصر العربيه

الاسم: فريق أول / كمال الدين حسن على
الصفه : وزير الدفاع والانتاج الحربى

عن حكومة
الولايات المتحده الامريكيه

الاسم : د • وليام ج • بيرى
الصفه : نائب وزير الدفاع الامريكى

William J. Perry

المادة الثانية

اجراءات التنفيذ

تشكل لجنة مصرية امريكية مشتركة للمراجعة الدورية لمدى التقدم فى تنفيذ احكام مذكرة التفاهم هذه ، وتكون وزارتى الخارجية والدفاع هما المسئولتين عن تنفيذ هذه المذكرة فى حكومة الولايات المتحدة الامريكية وتكون وزارة الدفاع المصرية هى الجهة القابلة والمسئولة من قبل الحكومة المصرية •

وسيتم تحديد الواجبات الاخرى لهذه اللجنة ومواعيد لقاءاتها الدورية فى ملحق لهذه المذكرة •

المادة الثالثة

الامن

١ـ اى تصنيف خاص بدرجات السرية التى تعطيها احدى الحكومتين لبنود او خطط او مواصفات او معلومات او مستندات بهدف التأمين ، تقوم الحكومة الاخرى بوضع تصنيف مماثل مع استخدام اساليب امن مماثلة لاساليب الامن التى تستخدمها الحكومة الاخرى وذلك خلال الفترة التى تحتفظ فيها بذات التصنيف •

٢ـ المعلومات والمواد العسكرية المصنفة بدرجة سرية يتم نقلها على اساس من حكومة الى حكومة فقط ، وكذلك فقط بالنسبة للافراد الذين لديهم تصريحات امن مناسبة للاطلاع او للتعامل فيها •

٣ـ تسمح كل حكومة لخبراء الامن بالحكومة الاخرى بالقيام بزيارات دورية لها ـ فى اوقات مناسبة للطرفين ـ لمناقشة سلطات الامن بها فى الاجراءات المتبعة لديها لحماية البيانات والمعلومات المصنفة بدرجة سرية والتى امدتها بها الحكومة الاخرى

وتقوم كل حكومة بمعاونة هؤلاء الخبراء للتحقق من كفاءة الحماية المعطاة لتأمين هذه المعلومات •

٤ـ تقوم الحكومة التى استلمت المستندات والمعلومات بالتحقيق فى كل الحالات التى يكون فيها تأكد او شك فى فقد او تسرب المعلومات العسكرية المصنفة بدرجة سرية ـ والمسلمة

المنطقة التى لها درجة سريـة •

١٠ـ توافق الحكومه المصريه بأن تزيد حكومة الولايات المتحده الامريكيه ـ بدون ثمن ـ بالبيانات الفنيه والمعلومات التفصيليه عن الاختراعات ، والتحسينات ، والتعديلات التى تتوصل اليها نتيجة لتطبيقها للبيانات الفنيه الامريكيه التى حصلت عليها الحكومه المصريه طبقا لمذكرة التفاهم هذه •

وتجاوزا عما ورد فى نص الفقره رقم " ٧ " من الماده " ١ " من هذه المذكره يكون لحكومة الولايات المتحده الامريكيه الحق فى استخدام هذه البيانات والمعلومات (على اساس نقل الملكيه بدون ثمن) لصالح القوات المسلحه الامريكيه وفى برنامج المعونه العسكريه (GRAT AID) لحكومة الولايات المتحده ، وفى المبيعات العسكريه الخارجيه •

١١ـ مدة سريان هذه المذكره ثلاث سنوات ما لم يتفق على غير ذلك ، ويمكن لاى من الطرفين انهاء العمل بها مع اخطار الطرف الاخر برغبته فى الانهاء ، وفى هذه الحاله ينتهى العمل بمذكرة التفاهم هذه بعد مرور سنه على الاخطار ، دون اى اخلال بالالتزامات والحقوق المترتبه على البنود ارقام " ٣ ، ٦ ، ٧ " من الماده رقم " ١ " من هذه المذكره •

١٢ـ تبدأ مباشرة ـ بمجرد البدء فى تنفيذ احكام مذكرة التفاهم هذه ـ اللجنه المشكله طبقا للماده رقم " ٢ " من هذه المذكره فى مراجعة ودراسة المشروعات المرشحه للتعاون وتقديم توصياتها للحكومتين بخصوص المشروعات التى تم اختيارها • وسيتم درج المشروعات التى تم اتفاق الحكومتين عليها بالملحق "أ" •

١٣ـ تخضع التزامات حكومة الولايات المتحده الامريكيه الوارده فى مذكرة التفاهم هذه للقوانين واللوائح المطبقه فى الولايات المتحده الامريكيه وخاصه الماده التى تحكم تصدير الاسلحه الامريكيه للخارج واللوائح التى استنبطت ذلك •

وسيتم تنظيم تنفيذ المبيعات العسكريه للاصناف المتفق عليها فى مذكرة التفاهم هذه طبقا للقانون الامريكى الذى يحكم وينظم تصدير الاسلحه الامريكيه للخارج والوارد بنوده فى الاستماره رقم ١٥١٣ الخاصه بخطاب العرض والقبول •

سلمت من اجله دون اخذ موافقه الحكومه المالكه لهذه المستندات او مالكى او اصحاب حقوق ملكية هذه المستندات •

وتؤكد كل من الحكومتين ضمان التامين الكامل وسرية المعلومات الوارده فى هذه المستندات والمشروعات وفى تداولها بين ضباطها ، وموظفيها ، والوكلاء الذين تتعامل معهم ، والمقاولون الذين تتعاقد معهم •

كما تقوم كل حكومه ببذل غاية جهدها لتاكيد الامتثال لهذه التعليمات ولشروط تداول المعلومات بين الافراد داخل البلد •

وفى جميع الاحوال لا يتم نقل اى من المستندات الفنيه او البيانات الفنيه الوارده بها الى اى دوله ثالثه او اى طرف ثالث آخر بدون موافقة مسبقه ومكتوبه من الحكومه المالكه فى الاصل لها •

٧ـ يتطلب الامر لنقل اى مواد او بيانات فنيه او اجزاء او تسهيلات انتاجيه ـ تتصل مباشرة او ناتجه عن موضوعات برنامج التعاون الوارده فى مذكره التفاهم هذه ـ الى دوله ثالثه او طرف ثالث آخر او اى فرد آخر ليس من العسكريين ولا من موظفى الحكومه ، الى موافقة مسبقه ـ كل حاله على حده ـ من الحكومه المالكه فى الاصل لها ، ويتم الحصول على هذه الموافقه من خلال القنوات العاديه لذلك •

٨ـ تبذل كل من الحكومتين اقصى جهدها للمساعده عند التفاوض ، وعند طلب الرخصه وحقوق الملكيه وعند تبادل البيانات الفنيه بين جهات التصنيع المعنيه وذلك عندما يحتاج تنفيذ المشروعات الوارده فى هذه المذكره الى هذه المساعده •

وتعطى كل من الحكومتين كل الاهتمام لتراخيص التصدير اللازمه والمطلوبه لتقديم العطاءات او العروض او المتطلبات الاخرى اللازمه لتنفيذ هذه المشاريع •

٩ـ تمنح التسهيلات للافراد الذين ستفوضهم الولايات المتحده فى حينه (سواء من الموظفين الحكوميين او من العاملين فى الشركات المعنيه) للتفتيش على الانتاج ، واختبار وتقييم المكونات التى يتم انتاجها طبقا للمستندات الفنيه الامريكيه المقدمه طبقا لمذكرة التفاهم هذه •

وفى حالة ما اذا كان يتم الانتاج او تجرى الاختبارات وتجارب التقييم فى منطقه لها حساسيتها فانه يمكن السماح بذلك بعد استلام اشعار مسبق بوقت كاف يسمح للحكومه المصريه باتخاذ اجراءات الامن المناسبه لحماية وتامين سرية المعدات واجزاء باقى

٣ـ يتم نقل مجموعة المستندات والبيانات الفنيه المملوكه لحكومة الولايات المتحده الامريكيه والتى توافق على تسليمها للحكومه المصريه طبقا لما هو وارد فى استمارة وزارة الدفاع رقم ١٥١٣ بشان خطاب العرض والقبول • وفى حالة تعارض الاحكام الوارده فى هذه المذكره وما هو وارد فى الاستماره رقم ١٥١٣ يؤخذ بالاحكام الوارده فى الاستماره •

وبالنسبه لمجموعات البيانات والمستندات الفنيه المملوكه تجاريا للغير وليس للحكومه الامريكيه والتى توافق حكومة الولايات المتحده على تسليمها الى الحكومه المصريه ـ تحت بند اتفاقية ترخيص تجاريه ـ تسلم للحكومه المصريه من خلال القنوات التجاريه العاديه •

٤ـ تلتزم كل من الحكومتين بالتبادل لتعزيز وتدعيم المشروعات التى سيتم تنفيذها طبقا لمذكرة التفاهم هذه • باسلوب التعامل الاتى بالنسبه للعروض الخاصه بالخدمات او المشروعات المطلوب التعاون فيها :

ا ـ يتم تقييم العروض دون تطبيق فروق الاسعار الناتجه عن تطبيق لوائح وقوانين الشراء المحليه •

ب ـ وفى حدود ما هو مسموح به فى القانون واللوائح سيتم تقييم هذه العروض دون مراعاة لقيمة الرسوم الجمركيه • ويتم اعداد شهادات الاعفاء الجمركى والمستندات المتعلقه بذلك لدخولها •

جـ ـ تاخذ كل دوله فى اعتبارها الكامل المصادر والقدرات الصناعيه المعترف بها ـ الحكوميه والغير حكوميه ـ للدوله الاخرى للاصناف او الخدمات المطلوبه مع مراعاة مناسبتها وتمشيا مع السياسات والمعايير التى تحددها وكالات الشراء المختصه • ويجب ان يكون مفهوما انه مطلوب فى هذه العروض ان تناسب مطالب جهة الشراء من ناحية الاداء والجوده • وزمن التوريد • والاسعار •

د ـ يتم تطبيق الاحكام الاخرى الوارده فى قوانين ولوائح كل من الحكومتين التى تحكم شراء حق الملكيه والانتفاع (شاملا فى ذلك جميع المطالب اللازمه لتكامل المشروع) •

٥ـ توفر كل من الحكومتين نظام للمتابعه والتوجيه ضمن الهيكل التنظيمى لجهاز تدبير الاحتياجات العسكريه لتسهيل تنفيذ هذه الاتفاقيه ولتحقيق افضل اسلوب للتعاون فى مجال انتاج معدات الدفاع •

٦ـ لا تستخدم اى من المستندات الفنيه او ما بها من بيانات فنيه ـ التى تزود بها احدى الحكومتين الحكومه الاخرى او الاشخاص التابعين لهذه الحكومه الاخرى ـ فى اى غرض اخر غير الذى

مذكرة تفاهم

بين حكومة الولايات المتحده الامريكيه والحكومه المصريه

بشان التعاون في انتاج نظم تسليح دفاعيه من تصميم الولايات المتحده الامريكيه في جمهورية مصر العربيه

لما كانت حكومة جمهورية مصر العربيه قد طلبت معاونة حكومة الولايات المتحده الامريكيه لها لانتاج بعض نظم التسليح الدفاعيه من تصميم الولايات المتحده الامريكيه في جمهورية مصر العربيه ، ومعاونتها في تطوير انظمة التسليح الدفاعيه الموجوده لدى جمهورية مصر العربيه بهدف اطالة اعمارها الامر الذى يترتب عليه تمكين الحكومه المصريه من الوفاء باحتياجاتها الدفاعيه الذاتيه بشكل اقتصادى ، وكذلك معاونتها في استغلال الطاقات المتوفره محليا لتصنيع نظم التسليح الدفاعيه لتوفير قطع الغيار الخاصه بهذه المعدات — فقد حدد في هذه المذكره المبادئ والاسس التى تحكم التعاون المتبادل بين الحكومتين في مجال انتاج نظم تسليح دفاعيه تقليديه ، وكيفية الحصول على البيانات والمستندات الفنيه المتعلقه بذلك واستغلالها ، واسلوب التعاون في تقديم الدعم الفنى والادارى والخدمات المتفق عليها بغرض التوصل الى تحقيق اهداف التعاون السابق ذكرها .

وسوف يشار في هذه المذكره الى كل من حكومة الولايات المتحده الامريكيه وحكومة مصر "بالحكومات" .

المادة الاولى

المبادئ التى تحكم نقل البيانات والمستندات الفنيه والتعاون المتبادل في مجال الانتاج الدفاعى

١— تقوم الحكومتان بتسهيل انجاز اهداف التعاون السابق ذكرها من خلال التعاون في نقل البيانات والمستندات الفنيه لمشاريع المجموعات التى يتم اتفاق الطرفين عليها ، وبدعم القدرات المحليه لكل منهما بما يتيح تحسين الامكانيات الانتاجيه والخدمات المتعلقه بهذه المشاريع . هذا ويمكن اضافة اى مشروعات لموضوعات جديده او بنود جديده الى هذه المذكره وذلك بعد موافقة الحكومتين على اضافتها .

٢— يمكن للحكومه المصريه ان تطلب امدادها بمجموعات المستندات والبيانات الفنيه التى ترغب في الحصول عليها (وان يرخص لها باستخدامها في تصنيع ، وتشغيل وصيانة او اصلاح نظم التسليح الدفاعيه للقوات المسلحه المصريه) على ان تقدم مثل هذه الطلبات الى وزارة الخارجيه الامريكيه بالاسلوب المعتاد وذلك للموافقه عليها .

[EXTENDING AGREEMENT]

21 October 1982

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT RELATING TO THE PRODUCTION IN EGYPT OF U.S. DESIGNED DEFENSE EQUIPMENT.

The Government of the United States of America and the Government of Egypt hereby agree to renew subject Memorandum of Understanding, dated 21 October 1979, for an additional three years, thereby extending the effective period of the Memorandum of Understanding until 21 October 1985, unless otherwise agreed.

This Amendment shall be affixed to, and become a part of, the original Memorandum of Understanding dated 21 October 1979.

FOR THE GOVERNMENT OF EGYPT

Field Marshal Mohamed Abdel Halem Abou Ghazala
Deputy Prime Minister and Minister of Defense and Military Production

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Frank Carlucci
Deputy Secretary of Defense

FRANCE

Atomic Energy: Steam Generator Safety Research Project

Agreement signed at Washington and Paris March 18 and June 8, 1982.
Entered into force June 8, 1982.
And amending agreement
Signed at Washington and Paris October 8 and 22, 1982;
Entered into force October 22, 1982.

77-975 0 - 88 - 7

AGREEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)

AND

THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)

REGARDING PARTICIPATION IN THE USNRC STEAM GENERATOR

SAFETY RESEARCH PROJECT

The Contracting Parties:

WHEREAS, the United States Nuclear Regulatory Commission (hereinafter USNRC) and Commissariat a l'Energie Atomique (hereinafter CEA) have a mutual interest in cooperation in the field of light water reactor safety research;

WHEREAS, subject to the availability of appropriated funds, the USNRC is sponsoring at the Battelle Memorial Institute Pacific Northwest Laboratories (hereinafter PNL) a program of safety research on a decommissioned nuclear steam generator from the Surry Nuclear Power Station Unit II (hereinafter SG Project);

WHEREAS, the CEA is interested in participating cooperatively in the SG Project; and

WHEREAS, the USNRC and the CEA have noted that the CEA, Electricite de France (EDF) and Framatome cooperate closely in the field of reactor safety research and that such cooperation will extend to include the scope of participation by the CEA in the Surry SG project as provided for under the terms of this agreement, including the provisions for exchange and use of information and for assignment of personnel; and that the three French parties noted above will have equal rights, benefits, and obligations with respect to this agreement and therefore hereinafter "CEA" shall be meant to refer to the three French parties.

WHEREAS, other parties may participate cooperatively in the SG Project in agreements with the USNRC under terms and conditions like those set forth herein;

Have AGREED as follows:

ARTICLE 1 - OBJECTIVE

1.1 The USNRC and the CEA, in accordance with the provisions of this Agreement and subject to applicable laws, regulations and national policy in force in their respective countries, will join together for cooperative research in the SG Project, as described in Appendix 1, or as amended.

1.2 The research project included under this Agreement is directed to a detailed examination of the degradation of one of three nuclear steam

generators removed from service in 1979 from the Surry Nuclear Station Unit II. Under contract to the USNRC, PNL, which is operated for the United States Department of Energy by Battelle Memorial Institute, arranged for the transfer of the 220-ton decommissioned steam generator from the operating site to a PNL facility specially designed to permit nondestructive and destructive examination of this radioactive nuclear plant component. The primary interest of the USNRC in the SG Project is to obtain for regulatory purposes safety-related information on the nature and extent of the steam generator defects developed during the course of nuclear operation. At the same time, in view of the significant information on the reliability and monitoring aspects of steam generator operation to be derived from this unique project, and in consideration of the large scope of effort and cost attendant in carrying out such an examination the USNRC considers this project to be one appropriate for collaborative interest by other parties within and without the United States.

1.3 The technical work program set forth in Appendix 1 [1] constitutes the base program to be carried out by PNL for the USNRC in collaboration with the CEA and other interested parties. Augmentation of this base program in specified areas may be undertaken as provided for in Article 2.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 The USNRC will provide the necessary management personnel, materials, equipment and services to carry out the SG Project as described in Appendix 1, or as amended, subject to the availability of appropriated funds.

[1] Not printed.

This project will be conducted by the USNRC through DOE's normal operating mode with PNL.

2.2 The CEA will have access to all the experimental data generated by the SG Project under and during the period of this Agreement.

2.3 The CEA may send representatives to visit the PNL SG Project facility and, on a case-by-case basis, may assign a mutually agreed upon technical specialist for participation in the conduct and analysis of the SG Project experiments, subject to approval by the United States Department of Energy, as owner of the facility, with respect to the terms upon which such visit or assignment shall be made.

2.4 The CEA will have access to all the results of analyses of data performed by the USNRC under and during the period of this Agreement, and in accordance with Article 2.5 below, the CEA will also have access to all the results of analyses of data performed by other parties collaborating in the SG Project.

2.5 The CEA agrees to provide the USNRC and other parties contributing to the funding of the SG Project access to all results obtained from the CEA analyses of information and experimentation developed under and during the period of this Agreement.

2.6 The CEA may wish to propose an augmentation of the SG Project by the performance of additional research tasks, such as the testing of

NDE methods and equipment. Each such proposal will be considered on a case-by-case basis, subject to the agreement of the USNRC.

2.7 The CEA agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation under this Agreement, including the transport and related costs for apparatus and other equipment furnished by the CEA for the performance of research tasks proposed by the CEA.

2.8 Parties not participating in the SG Project outlined in Appendix 1 may wish to propose the performance of research tasks utilizing the steam generator. Such research may be performed only with the concurrence of the USNRC, and all information derived from such research tasks shall be made available to the parties participating in the SG Project in accordance with Article 2.5 hereto.

2.9 The CEA may obtain a limited number of specimens, as available, from the Surry Steam Generator for complementary examination. The information resulting from these examinations shall be shared in accordance with Article 2.5 hereto.

ARTICLE 3 - PAYMENT PROVISIONS

3.1 The CEA as a contribution for participation in the SG Project, agrees to pay the USNRC the amount of $200,000.00 U.S. annually for the period

of this Agreement, the initial payment to be made within 3 months after the execution of this Agreement, with subsequent payments made on each of the remaining anniversary dates of the execution of this agreement.

3.2 Additional parties may be added during the project period under similar terms and conditions. In the event that the number of participants increases during the project period to collectively support more than the five non-NRC shares that are now contemplated, the individual subscription amounts and the yearly billings of all parties will be adjusted accordingly so that the total non-NRC contribution will not exceed $1 million per year for the program described in Appendix 1. Any added party may be required to pay a portion of the previously incurred costs.

ARTICLE 4 - PROGRAM MANAGEMENT

4.1 The USNRC shall appoint a representative who shall be responsible for approving, scheduling, and managing the work to be performed under the SG Project and for supervising its execution. The name of the appointed representative shall be furnished to the CEA and may be changed from time to time.

4.2 The USNRC representative shall be assisted with regard to Project planning and guidance by a Technical Advisory Group (hereinafter TAG), comprised of one representative from each of the parties funding in the SG Project and one representative from PNL. The TAG shall meet at least twice a year to review experimental results and planned work. The location of these meetings shall vary to provide a review meeting local to each party participating in the SG Project in proportion to financial contribution to total project costs.

4.3 Subject to programmatic guidance by the USNRC under 4.1 above, the detailed implementation of the test program shall be under PNL management. The program manager appointed by PNL shall be the PNL representative in the TAG.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1 The parties support the widest possible dissemination of information developed, provided or exchanged under this Agreement, in accordance with Articles 2.4 and 2.5 hereto, subject to the need to protect proprietary information as defined in Article 5.2 below, and subject to the provisions of ARTICLE 7, PATENTS.

5.2 As used in this Agreement, the following definitions apply:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information developed outside of this agreement which contains trade secrets or other privileged or confidential commercial information, and may only include information which:

(a) has been held in confidence by its owner; and

(b) is of a type which is customarily held in confidence by its owner; and

(c) has not been transmitted by the owner to other entities (including the receiving party) except on the basis that it be held in confidence; and

(d) is not otherwise available to the receiving party from another source without restriction on its further dissemination.

5.3 If a party has access to proprietary information which would be useful to the activities under this Agreement, such information may be communicated to personnel within NRC and PNL charged with the management of the SG Project, but shall not be accepted for the program except as agreed in writing between DOE, NRC and the party supplying such information.

5.4 The party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under the United States Nuclear Regulatory Commission Surry

Steam Generator Safety Research Project, and shall not be disseminated outside the USNRC Battelle Pacific-Northwest Laboratories, and participants in the Steam Generator Safety Research Project, without the prior approval of the owner. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

5.5 In regard to the dissemination and use of proprietary information received in confidence under this Agreement, the parties agree that:

(i) Such information may be disseminated by the receiving party to persons within the receiving party, and to:

(a) concerned government departments and government agencies in the country or member states of the receiving party;

(b) prime or subcontractors or consultants of the receiving party located within the geographical limits of the receiving party's country or member states;

for use only within the framework of their contracts with the receiving party in work relating to the Steam Generator Safety Research Project, and provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in Article 5.4 above.

(ii) With the prior written consent of the party providing proprietary information under this Agreement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing Article 5.5(i). The parties shall cooperate with each other in developing procedures for requesting and obtaining approval for such wider dissemination and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

5.6 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.7 Nondocumentary proprietary information provided in seminars and other meetings organized under this Agreement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this Article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.8 Nothing contained in this Agreement shall preclude the use or dissemination of information received by a party from sources outside of this Agreement.

5.9 Information given by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party giving it, but neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

ARTICLE 6 - DISPUTES

Any dispute between the USNRC, CEA or any other party to this Agreement concerning the application or interpretation of this Agreement that is not settled through consultation shall be submitted to the jurisdiction of the United States Federal courts. This Agreement shall be construed in accordance with the internal Federal law applicable in the appropriate United States Courts, to agreements to which the Government of the United States is a party.

ARTICLE 7 - PATENTS

7.1 With respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this Agreement:

7.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with the implementation of the SG Project:

7.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

7.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

7.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another party or parties or their contractors collaborating in the SG Project.

7.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

7.1.2.2 The other party or parties from whom the information was communicated shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in their own countries.

7.1.3 Notwithstanding the allocation of rights covered under paragraphs 7.1.1 and 7.1.2, in any case where one party first actually reduces to practice after the execution of this Agreement an invention, either conceived by the other party prior to the execution of this Agreement or conceived by the other party outside of the cooperative activities implementing this Agreement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

7.1.4 It is further agreed that the party acquiring all right, title and interest in and to such invention or discovery under this article in its own and third countries, shall grant to any other signatory party participating in the SG Project, upon its request, an irrevocable nonexclusive, royalty-free license to practice such invention or discovery in its own country for use in the production or utilization of special nuclear material or atomic energy.

7.2 With respect to any invention or discovery conceived or first actually reduced to practice by personnel of the U.S. Government or PNL or their contractors in the course of or under the SG Project, the USNRC shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result therefrom in all countries, subject to the granting to each participant in the SG Project, upon its request, an irrevocable, nonexclusive, royalty-free license

to practice such invention or discovery in its own country for use in the production or utilization of special nuclear material or atomic energy.

7.3 The party owning a patent covering any invention referred to in Articles 7.1 and 7.2 above shall license the patent to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

7.4 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 8 - FINAL PROVISIONS

8.1 This Agreement shall enter into force upon signature of the parties and shall remain in force for a period of 5 years or for the duration of the Project described in Appendix 1.

8.2 Either party may withdraw from the present Agreement after providing the other party written notice of withdrawal at least 6 months prior to the anniversary date of the Agreement.

U.S. NUCLEAR REGULATORY COMMISSION

BY: [1]

TITLE: Executive Director for Operations

DATE: March 18, 1982

COMMISSARIAT A L'ENERGIE ATOMIQUE

BY: P. Tanguy

P. TANGUY

TITLE: Director of Nuclear Protection and ~~Safety Institute~~

DATE: June 8,1982

[1] W. J. Dircks.

A. 1754
(jca)

ACCORD D'ECHANGE
ENTRE LA
COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS (USNRC)
ET LE
COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS (CEA)
SUR LA PARTICIPATION AU PROGRAMME DE RECHERCHE DE L'USNRC
SUR LA SURETE DES GENERATEURS DE VAPEUR

Les parties contractantes, :

La COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS d'AMERIQUE (USNRC)

et

Le COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS (CEA)

CONSIDERANT qu'ils ont un intérêt commun à coopérer dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire ;

CONSIDERANT que, sous réserve de la mise en place du budget correspondant, l'USNRC finance au BATTELLE MEMORIAL INSTITUTE PACIFIC NORTHWEST LABORATORIES (PNL), un programme de recherche sur la sûreté portant sur un générateur de vapeur déclassé provenant de la centrale nucléaire électrogène de SURRY, tranche II (Programme GV) ;

CONSIDERANT que le CEA a émis le désir de coopérer au Programme GV ; et

CONSIDERANT que l'USNRC et le CEA ont noté que le CEA, ELECTRICITE DE FRANCE (EDF) et FRAMATOME coopèrent étroitement dans le domaine de la recherche sur la sûreté des réacteurs, que cette coopération s'étendra à la participation du CEA au programme GV-SURRY, dans les conditions prévues au présent Accord, y compris les dispositions relatives à l'échange et à l'usage des connaissances et au détachement de personnel, que les trois parties françaises citées plus haut participeront à égalité de droits, d'avantages et d'obligations au présent Accord et, qu'en conséquence, "CEA" signifiera, pour ce qui suit, l'ensemble des trois parties françaises ;

CONSIDERANT que d'autres parties peuvent coopérer au Programme GV dans le cadre d'accords avec USNRC dans des termes et conditions similaires à celles décrites aux présentes,

SONT CONVENUES DE CE QUI SUIT :

Article 1 - OBJET DE L'ACCORD

1.1 Conformément aux dispositions du présent Accord et sous réserve des lois et réglements applicables et de la politique nationale en vigueur dans leur pays respectif, l'USNRC et le CEA s'associent pour coopérer à des travaux de recherche dans le cadre du Programme GV, tel que décrit en annexe 1, éventuellement modifié.

1.2 Le programme de recherche faisant l'objet du présent Accord consiste en un examen détaillé des dommages subis par l'un des trois générateurs de vapeur retirés en 1979 de la centrale nucléaire de SURRY, tranche II. Dans le cadre d'un contrat avec l'USNRC, PNL, qui est exploité par le BATTELLE MEMORIAL INSTITUTE pour le compte du DEPARTMENT of ENERGY des ETATS-UNIS d'AMERIQUE, a réalisé le transport du générateur de vapeur déclassé de 220 tonnes, du site de la centrale à l'installation spécialement aménagée pour permettre les examens non destructifs et destructifs de ce composant radioactif de centrale nucléaire. Le but principal poursuivi par l'USNRC dans le Programme GV est d'obtenir, à des fins de réglementation, des informations relatives à la sûreté concernant la nature et l'étendue des défauts qui sont apparus dans le générateur de vapeur pendant sa période de fonctionnement dans la centrale. Dans le même temps, considérant la possibilité d'obtenir, à partir de ce programme unique, des informations importantes sur le comportement et le suivi des générateurs de vapeur pendant leur fonctionnement et, considérant également l'importance des travaux et des dépenses à consentir pour ces examens, l'USNRC estime que ce programme est particulièrement adapté à une collaboration avec d'autres parties situées aux ETATS-UNIS ou ailleurs.

1.3 Le programme de travail technique donné en annexe 1 constitue le programme de base qui doit être mené à bien par PNL pour l'USNRC en collaboration avec le CEA et les autres parties concernées. Des additions à ce programme de base, dans des domaines définis, pourront être faites comme décrit à l'article 2.

Article 2 - ETENDUE DE L'ACCORD

2.1 L'USNRC fournira le personnel, les matériels, les équipements et les services nécessaires pour mener à bien le Programme GV décrit en annexe 1, éventuellement modifié, sous réserve de la mise en place du budget correspondant. Ce programme sera conduit par l'USNRC, conformément aux procédures d'exploitation habituellement utilisées entre le DoE et PNL.

2.2 Le CEA aura accès à toutes les données expérimentales résultant du Programme GV obtenues dans le cadre et pendant la durée du présent Accord.

2.3 Le CEA pourra envoyer des représentants sur le site de PNL visiter les installations du Programme GV et pourra affecter un expert, désigné en commun cas par cas, qui participera à l'exécution et l'analyse des essais du Programme GV, sous réserve de l'accord du DoE des ETATS-UNIS, propriétaire de l'installation, sur les modalités de cette visite ou de cette affectation.

2.4 Le CEA aura accès à tous les résultats des analyses de données réalisées par l'USNRC pendant la durée et dans le cadre du présent Accord et, conformément au § 2.5 ci-après, le CEA aura également accès aux résultats des analyses de données réalisées par les autres parties qui collaborent au Programme GV.

2.5 Le CEA convient de fournir à l'USNRC et aux autres parties contribuant au financement du Programme GV tous les résultats des analyses d'informations et d'essais obtenus par le CEA dans le cadre et pendant la durée de cet Accord.

2.6 Le CEA peut souhaiter une extension du Programme GV et proposer la réalisation de travaux de recherche supplémentaire comme, par exemple, des essais de méthodes et de dispositifs d'examen non destructif. Chacune de ces propositions sera discutée cas par cas et subordonnée à l'accord de l'USNRC.

2.7 Le CEA convient de supporter la totalité des frais de transports, des frais de séjours et de toute autre dépense entraînée par sa participation au présent Accord, y compris le transport et les frais en résultant des appareils et autres équipements fournis par le CEA pour la réalisation des tâches de recherche qu'il proposera.

2.8 Des parties, qui ne participent pas au Programme GV décrit à l'annexe 1, pourront souhaiter proposer la réalisation de travaux de recherche sur le générateur de vapeur. De telles tâches ne pourront être réalisées qu'en accord avec l'USNRC et tous les résultats qui en découleraient devront être mis à la disposition des parties qui participent au Programme GV, conformément au § 2.5 ci-dessus.

2.9 Le CEA pourra obtenir, pour examen complémentaire, un nombre limité d'échantillons, dans la mesure de leur disponibilité, provenant du générateur de vapeur de SURRY. Les informations qui en découleraient devront être mises à disposition conformément au § 2.5 ci-dessus.

Article 3 - DISPOSITIONS FINANCIERES

3.1 A titre de contribution à sa participation au Programme GV, le CEA convient de payer à l'USNRC un montant de $ 200 000 par an pendant la durée du présent accord ; le paiement initial devra être effectué dans un délai de trois mois après la signature du présent Accord, les paiements suivants étant effectués à chacune des dates anniversaires de la signature du présent Accord.

3.2 D'autres parties pourront adhérer en cours d'exécution du programme, aux mêmes conditions. Dans le cas où le nombre des participants s'accroîtrait en cours d'exécution du programme de telle sorte que leur contribution globale dépasserait la participation actuellement prévue pour cinq parts, hors celle de l'USNRC, la quote-part et les annuités de chacune des parties seront diminuées de façon que leur contribution totale, en dehors de celle de l'USNRC, n'excède pas 1 million de dollars par an pour la réalisation du programme décrit en annexe 1. Il pourra être demandé à chacune des parties qui viendrait se joindre au programme, de payer une partie des dépenses déjà engagées.

Article 4 - GESTION DU PROGRAMME

4.1 L'USNRC nommera un représentant chargé d'approuver, de planifier et de diriger les travaux à réaliser dans le cadre du Programme GV et d'en assurer la supervision. Le nom de ce représentant sera communiqué au CEA. Il pourra être changé périodiquement.

4.2 Pour la planification et la direction du Programme, le représentant de l'USNRC sera assisté par un Comité Directeur Technique (TAG) comprenant un représentant de chacune des parties qui assurent le financement du Programme GV et un représentant de PNL. Le TAG se réunira au moins 2 fois par an pour examiner les résultats des essais et le travail prévu. Les réunions se tiendront successivement dans les locaux de chacune des parties participant au Programme GV en fonction de la contribution financière de chacune d'elles au coût total du Programme.

4.3 Sous réserve du fait que la conduite du programme est placée sous la responsabilité de l'USNRC comme indiqué au § 4.1, l'exécution détaillée du programme d'essais sera confiée à PNL. Le responsable du programme désigné par PNL sera également son représentant au TAG.

Article 5 - ECHANGE ET USAGE DES CONNAISSANCES

5.1 Les parties agiront en vue de la diffusion la plus large possible des connaissances développées, fournies ou échangées dans le cadre du présent Accord conformément aux §§ 2.4 et 2.5 ci-dessus, sous réserve de la nécessaire protection des connaissances privilégiées telles que définies au § 5.2 ci-dessous et des dispositions de l'article 7 - Brevets.

5.2 Dans le cadre du présent Accord, on utilise les définitions suivantes :

(1) Le terme "connaissances" désigne les données scientifiques ou techniques, les résultats ou méthodes de recherche et développement, et toutes les autres connaissances fournies ou échangées dans le cadre du présent Accord.

(2) Le terme "connaissances privilégiées" désigne des connaissances développées en dehors du présent Accord, qui contiennent des secrets de fabrique ou d'autres connaissances commerciales privilégiées ou confidentielles, et s'applique uniquement aux connaissances qui :

a/ ont été tenues secrètes par leur propriétaire et

b/ sont d'un type habituellement tenu confidentiel par leur propriétaire et

c/ n'ont pas été fournies par leur propriétaire à d'autres organismes (y compris la partie qui les reçoit), sans un accord de secret et

d/ n'ont pas été par ailleurs mises à disposition de la partie qui les reçoit par une autre source sans restriction à leur diffusion ultérieure.

5.3 Si une partie a accès à des connaissances privilégiées qui présentent un intérêt pour l'exécution du présent Accord, ces connaissances pourront être communiquées au personnel de l'USNRC et de PNL chargé de la direction du Programme GV mais ne pourront pas être intégrées au programme sans un accord écrit entre DoE, USNRC et la partie concernée.

5.4 La partie recevant des connaissances privilégiées dans le cadre du présent Accord devra en respecter la nature confidentielle, à condition que ces connaissances soient clairement marquées du sigle approprié de la partie expéditrice et qu'elles portent la formule restrictive suivante (ou une formule similaire) :

"Ce document contient des connaissances privilégiées transmises confidentiellement dans le cadre du Programme de Recherche de la Commission de Réglementation Nucléaire des Etats-Unis sur la Sûreté effectué sur le Générateur de Vapeur SURRY et ne doit pas être diffusé à l'extérieur des laboratoires de BATTELLE PACIFIC NORTHWEST de l'USNRC et des participants au Programme de Recherche sur la Sûreté des Générateurs de Vapeur, sans l'accord préalable du propriétaire desdites connaissances.Cette formule doit être inscrite sur toute reproduction totale ou partielle de documents. Cette limitation cessera automatiquement dès que les connaissances auront été divulguées sans restriction par leur propriétaire."

5.5 Pour ce qui concerne la diffusion et l'usage de connaissances privilégiées reçues confidentiellement dans le cadre du présent Accord, les parties conviennent que :

(1) Ces connaissances pourront être transmises par la partie destinataire aux employés par la partie destinataire et

a/ aux agences et organismes gouvernementaux du pays ou des états membres de la partie destinataire,

b/ aux contractants, sous-contractants et consultants de la partie destinataire à l'intérieur des limites géographiques du pays ou des états membres de la partie destinataire,

qui ne pourront les utiliser que dans le cadre de leurs contrats avec la partie destinataire pour le Programme de Recherche sur la Sûreté des Générateurs de Vapeur, et sous réserve que les connaissances privilégiées ainsi transmises le soient dans le cadre d'un accord de secret et qu'y soit apposée une formule restrictive identique à celle figurant au § 5.4 ci-dessus ;

(2) Après accord écrit de la partie fournissant les connaissances privilégiées, la partie destinataire pourra les diffuser plus largement que ne le permet le § 5.5-(1) ci-dessus. Les parties se concerteront pour mettre au point des procédures de demande et d'obtention d'accords permettant une plus grande diffusion, et chacune des parties donnera de tels accords dans les limites permises par la politique nationale, la réglementation et les lois de son pays.

5.6 Chaque partie devra faire ses meilleurs efforts pour que les connaissances privilégiées qu'elle reçoit dans le cadre du présent Accord soient traitées comme défini dans le présent Accord. Si l'une des parties se rend compte qu'elle sera, ou qu'elle peut s'attendre à être, dans l'incapacité de satisfaire les clauses de non-dissémination du présent article, elle devra en informer immédiatement l'autre partie. Les parties se consulteront pour définir les actions appropriées à entreprendre.

5.7 Les connaissances privilégiées non écrites, fournies au cours des séminaires et autres réunions organisées dans le cadre du présent Accord, ou les connaissances acquises à l'occasion du détachement de personnel, de l'utilisation d'installations ou de projets communs, devront être traitées par les parties en accord avec les principes précisés dans le présent article, à condition, cependant, que la partie communiquant ces connaissances informe le destinataire de leur caractère privilégié.

5.8 Aucune disposition du présent Accord n'empêchera l'usage ou la diffusion de connaissances reçues par une partie de sources extérieures au présent Accord.

5.9 Les connaissances transmises par une partie à l'autre dans le cadre du présent Accord seront exactes au mieux de la connaissance et du savoir de la partie qui les transmet, mais aucune des parties ne garantit l'exactitude de ces connaissances, ou ne sera responsable des conséquences de leur utilisation, quelle qu'elle soit, par l'autre partie ou par un tiers.

Article 6 - DIFFERENDS

Tout différend entre l'USNRC, le CEA et toute autre partie au présent Accord concernant l'exécution ou l'interprétation du présent Accord, qui ne serait pas réglé au moyen d'une concertation, sera soumis à la juridiction des Tribunaux Fédéraux des ETATS-UNIS. Le présent Accord sera interprété conformément à la loi fédérale interne applicable devant les tribunaux compétents des ETATS-UNIS aux accords auxquels le gouvernement des ETATS-UNIS est partie.

Article 7 - BREVETS

7.1 En ce qui concerne toute invention ou découverte conçue ou mise effectivement en pratique pour la première fois au cours ou dans le cadre du présent Accord :

7.1.1 Si elle est conçue ou mise effectivement en pratique pour la première fois par du personnel d'une partie (la partie qui envoie le personnel) ou ses sous-traitants, tandis qu'il est affecté à l'autre partie (la partie qui reçoit le personnel) ou ses sous-traitants dans le cadre de l'exécution du Programme GV :

7.1.1.1 La partie qui reçoit le personnel acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et sur toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et

7.1.1.2 La partie qui envoie le personnel acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet, dans son propre pays.

7.1.2 Si elle est conçue ou mise pour la première fois effectivement en pratique par une partie ou ses sous-traitants comme résultat direct de l'utilisation de connaissances qui lui ont été communiquées en vertu du présent Accord par l'autre ou les autres parties ou leurs sous-traitants collaborant au Programme GV :

7.1.2.1 La partie qui reçoit ou qui met pour la première fois effectivement en pratique cette invention ou découverte acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et sur toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et

7.1.2.2 L'autre partie (ou les autres parties) ayant communiqué les connaissances acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet dans son propre pays.

7.1.3 Nonobstant la dévolution des droits prévus aux §§ 7.1.1 et 7.1.2, au cas où l'une des parties mettrait effectivement en pratique pour la première fois une invention après la signature du présent accord, invention qui est, soit conçue par l'autre partie avant la signature du présent Accord, soit conçue par cette autre partie en dehors des activités coopératives mettant en oeuvre le présent Accord, les parties prévoiront une dévolution appropriée des droits en prenant en considération les engagements existant avec des tiers et à condition, cependant, que chaque partie détermine les droits sur une telle invention dans son propre pays.

7.1.4 Il est, en outre, convenu que la partie qui acquiert tous les droits, titres de propriété et intérêts sur une telle invention ou découverte, dans son propre pays et dans les pays tiers, tels que prévus au présent article, concèdera, sur sa demande, à toute autre partie signataire collaborant au Programme GV, une licence irrévocable, non exclusive et gratuite, de mettre en oeuvre cette invention ou découverte dans son propre pays, ainsi que de l'utiliser pour des installations ou des composants de sa fabrication situés dans d'autres pays, pour des applications concernant la production ou l'utilisation de matériels nucléaires spéciaux ou de l'énergie atomique.

7.2 Pour ce qui concerne toute invention ou découverte conçue ou mise pour la première fois en pratique par le personnel du gouvernement des ETATS-UNIS ou de PNL ou de leurs sous-traitants dans le cadre ou pendant l'exécution du Programme GV, l'USNRC acquerra tous les droits, titres de propriété et intérêts sur cette invention, découverte, demande de brevet ou brevet qui peut en résulter, pour tous les pays, sous réserve de concéder à chaque participant au Programme GV, sur sa demande, une licence irrévocable, non exclusive et gratuite de mettre en oeuvre cette invention ou découverte dans son propre pays, ainsi que de l'utiliser pour des installations ou des composants de sa fabrication situés dans d'autres pays, pour des applications concernant la production ou l'utilisation de matériels nucléaires spéciaux ou de l'énergie atomique.

7.3 La partie possédant un brevet couvrant une invention quelconque mentionnée aux §§ 7.1 et 7.2 ci-dessus concèdera une licence sur ce brevet aux ressortissants du pays de l'autre partie, sur demande de cette autre partie, à des conditions non discriminatoires dans des circonstances similaires. Au moment de cette demande, l'autre partie sera informée de toutes les licences déjà concédées sur ce brevet.

7.4 Chaque partie prendra toutes les mesures nécessaires pour obtenir la coopération de ses inventeurs requise pour exécuter les dispositions du présent article. Chaque partie sera responsable du paiement à ses employés des récompenses ou indemnités dues en application des lois de son pays.

Article 8 - CLAUSES FINALES

8.1 Le présent Accord entrera en vigueur dès sa signature par les parties et restera en vigueur pendant cinq ans ou pour la durée du programme décrit en annexe 1.

8.2 L'une ou l'autre partie peut se retirer du présent Accord après l'avoir notifié par écrit à l'autre partie six mois au moins avant la date anniversaire du présent Accord.

Pour la Commission de Réglementation Nucléaire des Etats-Unis

par

Titre : Executive Director for operations

Date : November 23, 1982

Pour le Commissariat à l'Energie Atomique français

par : P. Tanguy

Titre :

Date : October 11, 1982

Amendment to Agreement [1]
Between
The United States Nuclear Regulatory Commission (NRC)
And
The Commissariat a l'Energie Atomique (CEA)
Regarding Participation in the USNRC Steam Generator
Safety Research Project

The parties have executed the above identified agreement on June 8, 1982, (CEA) and on March 18, 1982, (NRC). The following amendments to paragraphs 7.1.4 and 7.2 have since been agreed upon by the parties; the changes being indicated by the underlining:

7.1.4 It is further agreed that the party acquiring all right, title and interest in and to such invention or discovery under this article in its own and third countries, shall grant to any other signatory party participating in the SG Project, upon its request, an irrevocable, nonexclusive, royalty-free license to practice such invention or discovery in its own country <u>and on facilities and components of its manufacture that are located in other countries</u> for use in the production or utilization of special nuclear material or atomic energy.

7.2 With respect to any invention or discovery conceived or first actually reduced to practice by personnel of the U.S. Government or PNL or their contractors in the course of or under the SG Project, the USNRC shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result therefrom in all countries, subject to the granting to each participant in the SG Project, upon its request, an irrevocable, nonexclusive, royalty-free license to practice such invention or discovery in its own country <u>and on facilities and components of its manufacture that are located in other countries</u> for use in the production or utilization of special nuclear material or atomic energy.

U.S. NUCLEAR REGULATORY COMMISSION

BY: [signature]

TITLE: Executive Director for Operations

DATE: October 8, 1982

COMMISSARIAT A L'ENERGIE ATOMIQUE

BY: P. Tanguy

TITLE: Directeur de l'Institut de Protection et de Sûreté nucléaire

DATE: 22 octobre, 1982

[1] Amendment in the English language only.

BURUNDI

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bujumbura September 21 and October 8, 1982;
Entered into force October 8, 1982.

The American Embassy to the Burundi Ministry of Foreign Affairs and Cooperation

No. 140

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Burundi and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of the Republic of Burundi may include training related to defense articles, with respect to which the agreement of the Government of the Republic of Burundi to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs and Cooperation of the Republic of Burundi shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs and Cooperation the assurances of its highest consideration.

Embassy of the United States of America

Bujumbura, September 21, 1982

The Burundi Ministry of Foreign Affairs and Cooperation to the American Embassy

REPUBLIQUE DU BURUNDI

Bujumbura, le

MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION

N° 519.1/0944/A.E/82

Le Ministère des Affaires Etrangères et de la Coopération de la République du Burundi présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et se référant à sa note verbale n° 140 du 21 septembre 1982 a l'honneur de lui faire savoir que les autorités burundaises ont marqué leur accord aux conditions régissant la formation du personnel aux articles de défense relevant du Programme d'Education et de Formation Militaire Internationale des Etats-Unis ("United States International Military Education and Training Programm") ou Programme IMET. Ces conditions sont les suivantes:

1. Le gouvernement d'accueil, sans le consentement du Gouvernement des Etats-Unis:

A. N'autorisera la participation à ce programme de formation (ou l'emploi de matériaux de formation) par quiconque n'étant pas officier, fonctionnaire ou agent du gouvernement d'accueil;

B. Ne procédera au transfert ni n'autorisera un officier, fonctionnaire ou agent du gouvernement d'accueil à procéder au transfert de connaissances acquises par voie de cette formation (ni des matériaux de formation) à titre de don, à titre onéreux ou à tout autre titre à quiconque n'étant pas un officier, un fonctionnaire ou un agent du Gouvernement d'accueil.

C. Ne participera ni n'autorisera la participation à ce programme de formation (ou à l'emploi des matériaux de formation) à des fins autres que celles pour lesquelles il est assuré par le Gouvernement des Etats-Unis.

2. Le pays d'accueil assurera le secret de cette formation (et la protection des matériaux de formation) et assurera sensiblement le même dégré de protection du secret que celle qui est assurée à ce programme de formation par le Gouvernement des Etats-Unis.

3. Le pays d'accueil autorisera l'observation et l'examen continuels par des représentants habilités du Gouvernement des Etats-Unis de ce programme de formation ainsi que des matériaux de formation et fournira tous renseignements nécessaires aux fins de cet examen. Le pays d'accueil rendra au Gouvernement des Etats-Unis les moyens de formation du programme (y compris les matériaux de formation) lorsque ces moyens ne seront plus nécessaires pour les besoins pour lesquels ils auront été fournis, à moins que le Gouvernement des Etats-Unis ne consente à ce qu'il en soit disposé d'une autre manière.

Conformément au souhait exprimé par le Gouvernement américain la présente note de réponse constitue dès à présent un accord entre les deux parties.

Le Ministère des Affaires Etrangères et de la Coopération saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique, les assurances de sa haute considération.

Bujumbura, le 8 octobre 1982

AMBASSADE DES ETATS-UNIS
D'AMERIQUE
à BUJUMBURA.-

TIAS 10577

TRANSLATION

Republic of Burundi
Ministry of Foreign Affairs and Cooperation

No. 519/0944/A.E/82

The Ministry of Foreign Affairs and Cooperation of the Republic of Burundi presents its compliments to the Embassy of the United States of America, and, with reference to its note verbale No. 140 of September 21, 1982, has the honor to inform it that the Burundian authorities have agreed to the conditions governing the training of personnel to defense articles under the United States International Military Education and Training (IMET) Program. These conditions are the following:

[For the English language text, pp. 3742-3743.]

In conformity with the wish expressed by the American Government, this note in reply shall henceforth constitute an agreement between the two parties.

The Ministry of Foreign Affairs and Cooperation avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Bujumbura, October 8, 1982

[Initialed]

[SEAL]

Embassy of the United States of America,
Bujumbura.

HONDURAS

Defense Assistance

Agreement relating to the agreement of May 20, 1954.
Effected by exchange of notes
Signed at Tegucigalpa May 6 and 7, 1982;
Entered into force May 7, 1982.

The American Ambassador to the Honduran Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Tegucigalpa, D.C., May 6, 1982

No. 78

Excellency:

I have the honor to refer to the recent conversations between representatives of our Governments concerning the use and improvement of certain facilities in Honduras. As a result of those discussions, I have the honor to propose to Your Excellency that the attached text constitute an Annex to the Bilateral Military Assistance Agreement between the Government of Honduras and the Government of the United States of America, which was signed on May 20, 1954,[1] to enter into force on the date of your reply concurring therein.

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

John D. Negroponte [2]

Enclosure:

Annex to the Bilateral Military Assistance Agreement.

His Excellency

Edgardo Paz Barnica,

Minister of Foreign Relations

of the Republic of Honduras,

Tegucigalpa, D.C.

[1] TIAS 2975; 5 UST 843.
[2] John D. Negroponte.

ANNEX TO THE BILATERAL MILITARY ASSISTANCE AGREEMENT BETWEEN THE GOVERNMENT OF HONDURAS AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA DATED MAY 20, 1954

1. To further the purposes and objectives of the Bilateral Military Assistance Agreement between the Government of the United States of America and the Government of Honduras, concluded on May 20, 1954, and under the terms and conditions specified herein:

   A. To the extent agreed between the Governments of the United States of America and Honduras, the United States will undertake a program for the improvement of existing facilities at the Honduran aerial ports of Palmerola, Goloson, and La Mesa, and at such other aerial ports as the two Governments may subsequently agree; as well as the construction of new facilities and installation of equipment as may be necessary for their use;

   B. Aircraft operated by or for the Government of the United States of America may make use of the aforesaid aerial ports and facilities and of other aerial ports that the two Governments may subsequently agree upon.

2. Under normal circumstances, the use by the Government of the United States of America of the aerial ports referred to in paragraph 1 above shall be in accordance with paragraphs 1, 2 and 7 of the agreement of April 2, 1952 [1] between the Government of Honduras and the Government of the United States of America on flights of military aircraft. In other circumstances, the use of those aerial ports

[1] Exchange of notes Jan. 22, Mar. 20 and Apr. 23, 1952. TIAS 2502; 3 UST 3734.

shall be a matter for the joint decision of the two Governments.

3. United States authorities will notify Honduran authorities at least twenty-four (24) hours in advance of anticipated arrivals of aircraft covered by this Annex, except in cases of urgent need as agreed by both Governments. Such aircraft, as is customary under international law and practice, will be exempt from landing fees, navigation charges and similar charges.

4. The Government of Honduras authorizes the Government of the United States of America to make use of the facilities at the aerial ports referred to in paragraph 1 above for the fueling or refueling of aircraft, maintenance of aircraft and equipment, accommodation of personnel, communications, supply, storage and other such activities. The Government of the United States of America shall bear the cost of supplies and services which it requests and receives from Honduran sources.

5. For the improvement or construction of facilities pursuant to this Annex, and for the installation and maintenance of equipment, the Government of the United States of America may, under applicable United States laws, regulations, and procedures, utilize its own personnel or contractors of its choice, with maximum possible use being made of qualified Honduran contractors and personnel.

6. Under the Agreement of May 20, 1954, the Government of Honduras will facilitate the entry into, movement

within and exit from Honduras of United States personnel in connection with the provisions of this Annex. Such personnel will be obligated to respect the laws of Honduras and to abstain from undertaking activities inconsistent with the aforesaid Agreement. Their treatment, privileges and immunities will be in accordance with that Agreement and applicable Honduran immigration law.

7. The authorities of the Government of the United States of America will pay just and reasonable compensation in settlement of meritorious claims arising out of acts or omissions of members and civilian employees of United States Armed Forces done in the performance of official duty or out of any act, omission or occurrence for which the United States is legally responsible. The Government of the United States of America may also at its discretion settle meritorious claims not arising from the performance of official duty and for which it is not otherwise legally responsible, but in the absence of such settlement the injured party may seek recovery of his damages from the responsible member or employees in Honduran courts. All claims processed by the authorities of the Government of the United States of America will be settled expeditiously and in accordance with United States law.

8. The Government of Honduras shall have the first option to acquire any equipment, materials, supplies, relocatable structures, or other movable property imported into or procured within Honduras under this

Annex which the Government of the United States of America may decide to dispose of within Honduras.

9. The competent authorities of the two Governments shall conclude such arrangements as may be required to implement this Annex. The two Governments shall issue instructions to their appropriate authorities to ensure that the obligations stated in this Annex and arrangements agreed thereunder are fully implemented.

The Honduran Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA
N°1019

Tegucigalpa,D.C., 7 de mayo de 1982

Señor Embajador:

Tengo a honra dirigirme a Vuestra Excelencia para acusar recibo de su nota N°78 del 6 de mayo en curso, en la cual se refiere a las conversaciones sostenidas con representantes del Gobierno de Honduras, tendientes a formalizar un convenio que figuraría como Anexo al Acuerdo Bilateral de Ayuda Militar entre los Gobiernos de Honduras y de los Estados Unidos de América, suscrito el 20 de mayo de 1954 y el cual entraría en vigencia al recibir la respuesta afirmativa de esta Cancillería acerca del texto propuesto, que dice lo siguiente:

ANEXO AL CONVENIO BILATERAL DE AYUDA MILITAR ENTRE EL GOBIERNO DE HONDURAS Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA SUSCRITO EL 20 DE MAYO DE 1954.

1.- Para implementar los propósitos y objetivos del Convenio Bilateral de Ayuda Militar entre el Gobierno de Honduras y el Gobierno de los Estados Unidos de América suscrito el 20 de mayo de 1954 y de acuerdo a los términos y condiciones estipuladas en el presente anexo:

A. Según acuerdo entre los Gobiernos de los Estados Unidos de América y de Honduras, Estados Unidos emprenderá un programa para el mejoramiento de las instalaciones existentes en los aeropuertos hondureños de Palmerola, Golosón, y La Mesa y de cualquier otro aeropuerto que posteriormente acuerden ambos gobiernos; asimismo, la construcción de nuevas facilidades e instalación de equipos como sean necesarios para su uso;

Excelentísimo Señor
Don John Dimitri Negroponte
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad.

B. Las aeronaves mantenidas en funcionamiento por o para el Gobierno de los Estados Unidos de América, podrán hacer uso de los aeropuertos y sus facilidades antes expresados y de otros aeropuertos que posteriormente acuerden ambos gobiernos.

2.- Bajo circunstancias normales, el uso por parte del Gobierno de los Estados Unidos de América de los aeropuertos mencionados en el párrafo uno estará de acuerdo con los párrafos 1, 2 y 7 del acuerdo del 2 de abril de 1952 entre el Gobierno de Honduras y el Gobierno de los Estados Unidos de América sobre los vuelos de aeronaves militares. Bajo otras circunstancias, el uso de dichos aeropuertos estará sujeto a la decisión conjunta de ambos gobiernos.

3.- Las autoridades de los Estados Unidos de América notificarán a las autoridades de Honduras, por lo menos con veinticuatro (24) horas de anticipación, de las llegadas de aeronaves amparadas en este anexo, salvo casos de necesidad urgente, calificados como tales por ambos gobiernos. Dichas aeronaves, tal como se acostumbra dentro de los cánones y la práctica del derecho internacional, gozarán de exenciones en cuanto a derechos de aterrizajes, cargos por conceptos de navegación, y otros cargos similares.

4.- El Gobierno de Honduras autoriza al Gobierno de los Estados Unidos de América para hacer uso de las instalaciones de los aeropuertos a que alude el párrafo 1 del presente, para el abastecimiento o reabastecimiento de combustible que requieran sus aeronaves, mantenimiento de las mismas y de sus equipos, alojamiento de su personal, comunicaciones, suministros, almacenamiento y otras actividades del tal carácter. El Gobierno de los Estados Unidos de América pagará los suministros y servicios pedidos y recibidos de fuentes hondureñas.

5.- Para la mejora o la construcción de instalaciones bajo este anexo, y para la instalación y mantenimiento de equipo, el Gobierno de los Es-

tados Unidos de América podrá de acuerdo a las leyes, reglamentos y procedimientos pertinentes de los Estados Unidos de América, utilizar su propio personal o contratistas de su elección con el máximo posible uso de personal y contratistas hondureños capacitados.

6.- Bajo el Convenio del 20 de mayo de 1954, el Gobierno de Honduras facilitará la entrada, el movimiento dentro, y la salida de Honduras del personal estadounidense, según las disposiciones del presente anexo.

Dicho personal estará obligado a respetar las leyes de Honduras y a abstenerse de emprender actividades incompatibles con el referido convenio.

En cuanto al tratamiento, privilegios e inmunidades que se le dará a su personal, se sujetan ambas partes a dicho Convenio, y a las Leyes Migratorias hondureñas aplicables.

7.- Las autoridades del Gobierno de los Estados Unidos de América pagarán compensaciones justas y razonables para liquidar reclamaciones debidamente fundamentadas resultantes de actos u omisiones de miembros y empleados civiles de las Fuerzas Armadas de los Estados Unidos de América, ocurridos en el ejercicio de funciones oficiales, o de cualquier acto, omisión u ocurrencia por el cual los Estados Unidos de América tiene responsabilidad legal. Los Estados Unidos de América podrán, asimismo a su discreción liquidar las reclamaciones meritorias que no resulten del ejercicio de funciones oficiales y por las cuales no tenga responsabilidad legal; en defecto de tal liquidación, la parte agraviada podrá tratar de obtener la reparación de daños y/o perjuicios directamente del miembro o empleado responsable, ante los tribunales de Honduras. Todo reclamo tramitado por las autoridades de los Estados Unidos de América, será solventa-

do de manera expeditiva y de acuerdo con las leyes estadounidense.

8.-El Gobierno de Honduras tendrá la primera opción para la adquisición de cualquier equipo, materiales, suministro, estructura que pueda volver a instalarse en otro lugar u otra propiedad importada u obtenida dentro de Honduras de acuerdo con este anexo, que el Gobierno de los Estados Unidos de América decida enajenar dentro de Honduras.

9.-Las autoridades competentes de los dos gobiernos concertarán los arreglos que se requieran para poner en práctica este anexo. Los dos gobiernos darán instrucciones a sus autoridades competentes para garantizar el pleno cumplimiento de las obligaciones estipuladas en el presente anexo y en los arreglos convenidos de acuerdo con el mismo.

En respuesta, me place comunicar a Vuestra Excelencia que el Gobierno de Honduras acepta el texto propuesto del referido Anexo, el cual, en consecuencia, entrará en vigencia a partir de esta fecha.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

RODOLFO ROSALES ARELLA
Ministro de Relaciones Exteriores por la ley

TRANSLATION

Ministry of Foreign Relations of the Republic of Honduras

Diplomatic Section

No. 1019

Tegucigalpa, D.C., May 7, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 78 of May 6, 1982, which refers to the conversations with representatives of the Government of Honduras concerning the conclusion of an agreement which would constitute an Annex to the Bilateral Military Assistance Agreement between the Government of Honduras and the Government of the United States of America, which was signed on May 20, 1954, to enter into force on the date of receipt of an affirmative reply from this Ministry to the proposed text, which reads as follows.

[For the English language text, pp. 3749-3752.]

In reply, I have the honor to inform Your Excellency that the Government of Honduras accepts the proposed text of the above-mentioned Annex, which consequently shall enter into force as of this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Rodolfo Rosales Abella

Rodolfo Rosales Abella
Minister of Foreign Relations

[SEAL]

His Excellency
John Dimitri Negroponte,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Tegucigalpa.

SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations: Exchanges for 1981-1982

Agreement extending the agreement of May 21, 1981.
Effected by exchange of notes
Dated at Bucharest November 18 and 30, 1982;
Entered into force November 30, 1982.

The Romanian Ministry of Foreign Affairs to the American Embassy

REPUBLICA SOCIALISTA ROMANIA

MINISTERUL
AFACERILOR EXTERNE

Nr.5/3835

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti şi, referindu-se la articolul VII paragraful 5 al Programului de cooperare şi schimburi între Guvernul Republicii Socialiste România şi Guvernul Statelor Unite ale Americii în domeniile educaţiei, culturii,ştiinţei, tehnologiei şi în alte domenii pe anii 1981 şi 1982, are onoarea a-i comunica propunerea Părţii române de a se prelungi, cu încă un an, valabilitatea Programului sus-menţionat.

Ministerul Afacerilor Externe al Republicii Socialiste România foloseşte această ocazie pentru a reînnoi Ambasadei Statelor Unite ale Americii la Bucureşti asigurarea înaltei sale consideraţii.

Bucureşti, 18 noiembrie 1982

AMBASADEI
STATELOR UNITE ALE AMERICII
la Bucureşti

TRANSLATION

Socialist Republic of Romania

Ministry of Foreign Affairs
No. 5/3835

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America at Bucharest and, referring to Article VII, paragraph 5, of the Program of Cooperation and Exchanges between the Government of the Socialist Republic of Romania and the Government of the United States of America in the educational, cultural, scientific, technological, and other fields in 1981 and 1982,[1] has the honor to communicate the proposal of the Romanian side that the above-mentioned Program be extended for another year.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America at Bucharest the assurances of its high consideration.

[Initialed]

Bucharest, November 18, 1982.

[SEAL]

The Embassy of the
United States of America,
Bucharest.

[1] TIAS 10150; 33 UST 1865.

The American Embassy to the Romanian Ministry of Foreign Affairs

No. 163

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to inform the Ministry that it is in receipt of Note No. 5/3835 of November 18, 1982, and accepts the proposal contained therein that the Program of Cooperation and Exchanges between the Government of the Socialist Republic of Romania and the Government of the United States of America for the years 1981 and 1982 be extended for another year, according to Article VII Paragraph 5 of the aforementioned Program.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of Romania the assurances of its highest consideration.

American Embassy, Bucharest
November 30, 1982

INDONESIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Dated at Jakarta October 13 and November 9, 1982;
Entered into force November 9, 1982;
Effective July 1, 1982.

The American Embassy to the Indonesian Department of Foreign Affairs

No. 878

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of Indonesia and has the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by Protocol adopted on December 22, 1981, [1] at Geneva (hereinafter referred to as the Arrangement).

We have also the honor to refer to negotiations between representatives of the Government of Indonesia and the Government of the United States of America in Jakarta from August 23 to August 24, 1982 and in Washington September 20 to September 22, 1982 concerning exports to the United States of America of cotton, wool and man-made fiber textiles and textile products manufactured in Indonesia. As a result of those discussions and in conformity with Article 4 of the Arrangement, we have the honor to propose the following Agreement Relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products, especially on Categories 340, 347/348, between the Government of the United States of America and the Government of the Republic of Indonesia.

1. The term of this Agreement shall be from July 1, 1982 through June 30, 1985. The first agreement year commences on July 1, 1982 and ends on June 30, 1983.

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST 4533.

2. (A) Textiles and textile products covered by this Agreement are those summarized in Annex A.

(B) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components of cotton, wool, or man-made fibers; or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the products, are subject to this Agreement.

(C) For the purposes of this Agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 2 (B) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

3. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement except as set out in sub-paragraph 3 (B).

(B) For purposes of this Agreement, the categories below are merged and treated as single categories with specific limits for these categories set out in Annex B.

Categories Merged	Designation in Agreement
347, 348	347/348

4. Commencing with the first agreement year, and during each succeeding agreement year, the Government of the Republic of Indonesia shall limit annual exports from Indonesia to the United States of America of textile and textile products manufactured in Indonesia to the specified limits set out in Annex B, as such limits may be adjusted in accordance with paragraph 5. The specific limits set out in Annex B do not include any adjustments permitted under paragraph 5 except for Category 34D which includes the adjustments pursuant to paragraph 5 (B).

5. (A) During any agreement year, the specific limits set out in Annex B, except for Category 340 which includes swing pursuant to sub-paragraph 5 (B), may be exceeded by not more than seven (7) percent (swing) provided that a corresponding reduction in square yards equivalent is made in another specific limit during the same agreement year.

(B) The specific limits set out in Annex B for Category 340 have been adjusted to include 7 percent swing. No additional swing is available. The limits to be used in calculating a shortfall in Category 340 for use in applying swing to Category 347/348 in an agreement year shall be determined by dividing the specific limits as set out in Annex B by 1.07.

(C) The following charges will be made to the levels in Annex B for Category 347/348 as swing used in Category 340:

July 1, 1982 - June 30, 1983	28,315 Dozen
July 1, 1983 - June 30, 1984	30,296 Dozen
July 1, 1984 - June 30, 1985	32,428 Dozen

6. In any agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of

11 percent any limit set out in Annex B by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carryover") or a portion of the corresponding limit for the succeeding agreement year ("carryforward") subject to the following conditions:

(A) Carryover may be utilized as available up to 11 percent of the receiving agreement year's limits. No carryover shall be available during the first agreement year.

(B) The combination of carryover and carryforward shall not exceed 11 percent of the receiving agreement year's applicable limits;

(C) Carryforward may be utilized up to 6 percent of the receiving agreement year's applicable limits and shall be charged against the immediately following agreement year's corresponding limits. No carryforward shall be available in the final agreement year.

(D) (I) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and Indonesia have agreed upon the

amounts of shortfall involved.

(II) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Indonesia to the United States of America during an agreement year are below any applicable specific limit or sub-limit as set out in Annex B (or, in the case of any limit decreased pursuant to paragraph 5, when such exports are below the limit as so decreased). In the agreement year following the shortfall, such exports from Indonesia to the United States of America may be permitted to exceed the applicable limits, subject to the conditions set forth above, by carryover of shortfall in the following manner:

(A) Carryover shall not exceed the amount of shortfall in the applicable limit;

(B) The shortfall shall be used in the category in which the shortfall occured.

7. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

8. (A) The Government of the United States of America shall promptly supply the Government of the Republic of Indonesia with data on monthly imports of cotton, wool and man-made textiles and textile products into the United States of America from Indonesia.

(B) The Government of Indonesia shall promptly supply the Government of the United States of America with data on monthly exports of cotton, wool and man-made fiber textile products from Indonesia to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

9. The Government of the Republic of Indonesia shall use its best efforts to space exports from Indonesia to the United States of America within each category evenly throughout each agreement year taking into consideration normal seasonal factors.

10. (A) Exports from Indonesia in excess of authorized limits in any agreement year may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and be charged to the applicable limit in the succeeding agreement year.

(B) Exports from Indonesia in excess of authorized limits in any agreement year will, if allowed entry into the United States during that agreement year, be charged to the applicable limit in the succeeding agreement year.

11. If the Government of Indonesia considers that as a result of limitations specified in the Agreement that Indonesia is being placed in an inequitable position vis-a-vis a third country, the Government of Indonesia may request consultations with the Government of the United States of America with the view of taking appropriate remedial action such as a reasonable modification of this Agreement.

12. For categories not subject to a specific limit each government reserves its rights to take action in accordance with the Arrangement.

13. The Government of Indonesia shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Indonesia in implementing the limitation provisions of this agreement by controlling imports of textiles and textile products covered by this Agreement.

14. The visa and certification system established by letters dated October 1 and October 15, 1979, [1] shall remain in force subject to paragraph 7.

15. In conformity with Article 8 of the Arrangement, the Government of the United States and the Government of the Republic of Indonesia shall cooperate to avoid circumvention of the Agreement.

16. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this Agreement shall not apply to exports of handloom fabrics of the cottage industry of Indonesia, or handmade cottage industry products made of such handloom fabrics in Indonesia, or to folklore handicraft textile products traditional to Indonesia, provided that such products are properly certified under mutually satisfactory arrangements to be established between the two Governments pursuant to paragraph 7 of this agreement. [2]

(B) Exports of cotton, wool and man-made fiber textile products in shipments individually valued at less than 250 dollars shall not be charged to the limits of this agreement.

17. The Government of the United States of America and the Government of Indonesia agree to consult on any question

[1] TIAS 9667; 31 UST 5517.
[2] The Government of Indonesia, in its reply quoting this note (see p. 3776), added that: "On this matter, a separate note will be sent in due course."

arising in the implementation of this Agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the requests.

13. The Government of the United States of America and the Government of the Republic of Indonesia may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

19. Either Government may terminate this Agreement, effective at the end of an agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of the agreement year.

If the foregoing conforms with the understanding of the Government of the Republic of Indonesia, this note and the Department's note of confirmation on behalf of the Government of the Republic of Indonesia shall constitute an agreement between our two Governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs of the Republic of Indonesia the assurances of its highest consideration.

Attachment: Annex A and B

Embassy of the United States of America,
Jakarta, October 13, 1982.

ANNEX A

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
Apparel			
Cotton			
340	Shirts, non-knit	24.0	Doz.
347	Trousers, slacks and shorts (outer) Men's and Boy's	17.8	Doz.
348	Trousers, slacks and shorts (outer) Women's, girls and infants	17.8	Doz.

ANNEX B

Category	Specific Limits (In Dozens)		
	First Agreement Year	Second Agreement Year	Third Agreement Year
340	321,000	343,470	367,513
347/348	569,921	609,815	652,503

The Indonesian Department of Foreign Affairs to the American Embassy

DEPARTMENT OF FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. : D. 1500 /82/32.

The Department of Foreign Affairs of the Republic of Indonesia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of the Embassy's Note No. 878 dated October 13, 1982 concerning the Indonesian export of cotton, wool and man-made fiber textiles and textile products to the United States of America which after the request of the Government of the Republic of Indonesia for certain changes in the original text and approved by the Embassy of the United States of America has been revised to read as follows :

[For the text of the U.S. note, see pp. 3764-3775, and n.b. p. 3772, footnote 2.]

The Department of Foreign Affairs has the honour to inform the Embassy of the United States of America that the Note as quoted above conforms with the understanding of the Government of the Republic of Indonesia and the revised Embassy's Note no. 878, and the confirmation contained in this Note constitute an agreement on Trade and Textile between the Government of the United States of America and the Government of the Republic of Indonesia.

The Department of Foreign Affairs of the Republic of Indonesia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Jakarta, November 9th, 1982.

DEPARTEMEN LUAR NEGERI REPUBLIK INDONESIA

The
Embassy of the United
States of America,
JAKARTA.

TIAS 10580

SPAIN

Fisheries Off the United States Coasts

Agreement signed at Washington July 29, 1982;
Entered into force January 17, 1983.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF SPAIN
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of the United States of America and the Government of Spain,

Considering their common concern for the rational management, conservation and achievement of optimum yield of fish stocks off the coasts of the United States;

Recognizing that the United States has established a fishery conservation zone within 200 nautical miles of its coasts within which the United States exercises exclusive fishery management authority over all fish and that the United States also exercises such authority over the living resources of the continental shelf appertaining to the United States and to anadromous species of fish of United States origin;

Recognizing that Spain has been cooperating for the rational management and conservation of the living resources off the coasts of the United States and that the nationals and vessels of Spain nave traditionally been engaging in the development of these resources; and,

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States exercises exclusive fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to promote effective conservation, rational management and the achievement of optimum yield in the fisheries of mutual interest off the coasts of the United

States and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and vessels of Spain for the living resources over which the United States exercises exclusive fishery management authority as provided by United States law.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises exclusive fishery management authority" means all fish within the fishery conservation zone of the United States, (except highly migratory species), all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters while present in the United States fishery conservation zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified

on the basis of geographical, scientific, technical, recreational and economic characteristics; and

b. any fishing for such stocks;

4. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing" means

a. the catching, taking or harvesting of fish;

b. the attempted catching, taking or harvesting of fish;

c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;

d. any operations at sea, including processing, directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

1. The Government of the United States is willing to allow access for foreign fishing vessels to harvest, in accordance with terms and conditions to be established in permits issued under Article VII, that portion of the total allowable catch for a specific fishery that will not be harvested by United States fishing vessels and is determined to be available to foreign fishing vessels in accordance with United States law.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated

by unforeseen circumstances affecting the stocks, and in accordance with United States law,

a. the total allowable catch for each fishery based on optimum yield, taking into account the best available scientific evidence, and social, economic and other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery to which access will be provided, on a periodic basis each year, to foreign fishing vessels; and

d. the allocation of such portion that may be made available to qualifying fishing vessels of Spain.

3. In implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery in accordance with United States law. Such measures may include, inter alia:

a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel of the total fleet may engage in a designated area for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States shall notify the Government of Spain of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of each country, including Spain, the Government of the United States will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;

2. whether, and to what extent such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;

3. whether, and to what extent, such nations and the fishing fleets of such nations have cooperated with the United States in the enforcement of United States fishing regulations;

4. whether, and to what extent, such nations require the fish harvested from the fishery conservation zone for their domestic consumption;

5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing in such fishery;

7. whether, and to what extent, such nations are cooperating with the United States in, and making substantial contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the United States deems appropriate.

ARTICLE V

The Government of Spain shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments, if any, within the framework of Spanish foreign trade regulations, to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into Spain, providing economic data, sharing expertise, facilitating the transfer of harvesting or processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing its industry of trade and joint venture opportunities with the United States, and taking such other actions as may be appropriate.

ARTICLE VI

The Government of Spain shall take all necessary measures to insure:

1. that nationals and vessels of Spain refrain from fishing for living resources over which the United States exercises exclusive fishery management authority except as authorized pursuant to this Agreement;

2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of Spain may submit an application to the Government of the United States for a permit for each fishing vessel of Spain that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States may require the payment of fees for such permits and for fishing in the United States fisheries zone.

ARTICLE VIII

The Government of Spain shall insure that nationals and vessels of Spain refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States fishery conservation zone, except as may be otherwise provided by an inter-

national agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE IX

The Government of Spain shall insure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of Spain is prominently displayed in the wheelhouse of such vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;

3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be accorded the courtesies and accommodations provided to ship's officers while aboard such vessel, and owners, operators and crews of such vessel shall cooperate with observers in the conduct of their official duties, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an

owner or operator of a vessel of Spain for any cause arising out of the conduct of fishing activities for the living resources over which the United States exercises exclusive fishery management authority; and

5. all necessary measures are taken to minimize fishing gear conflicts and to insure the prompt and adequate compensation of United States citizens for any loss, or damage to, their fishing vessels, fishing gear or catch, and resultant economic loss, that is caused by any fishing vessel of Spain as determined by applicable United States procedures.

ARTICLE X

In order to facilitate the prompt and adequate compensation of the citizens of one country for any loss of, or damage to, their fishing vessels, fishing gear or catch which is approximately caused by any fishing vessel or fishing gear of the other country, both Governments agree to the continuation of the American-Spanish Fisheries Board described in Annex II.

ARTICLE XI

The Government of the United States undertakes to authorize Spanish fishing vessels allowed to fish pursuant to this Agreement to enter United States ports in accordance with United States laws, for the purpose of purchasing bait, supplies, or outfits, or effecting repairs, or for such other purposes as may be authorized.

ARTICLE XII

The Government of Spain shall take all appropriate measures to assist the United States in the enforcement of it laws pertaining to fishing in the fishery conservation zone and to insure that each vessel of Spain that engages in fishing for living resources subject to the exclusive fishery management authority of the United States shall allow and assist the boarding and inspection of such vessel by any duly authorized enforcement officer of the United States and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XIII

1. The Government of the United States will impose appropriate penalties, in accordance with the laws of the United States, on vessels of Spain or their owners or operators, that violate the requirements of this Agreement or of any permit issued hereunder.

2. In cases of seizure and arrest of a vessel of Spain by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of Spain of the action taken and of any penalties subsequently imposed.

3. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

4. The representatives of the United States will generally recommend to the court in any case arising out of fishing activities under this Agreement that the penalty for violation of fishery regulations not include imprisonment.

ARTICLE XIV

1. The Governments of the United States and Spain undertake to cooperate in the conduct of scientific research required for the purpose of managing and conserving living resources subject to the exclusive fishery management authority of the United States, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of research plans on stocks of mutual concern through correspondence or meetings as appropriate, and may modify them from time to time by agreement. Such research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of Spain in the United States fishery conservation zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore, it will still be necessary to obtain a permit for the vessel in accordance with Article VII.

4. The Government of Spain shall cooperate with the Government of the United States in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the United States.

ARTICLE XV

The Government of the United States and the Government of Spain shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE XVI

Should the Government of the United States indicate to the Government of Spain that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of Spain or its equivalent, the Government of Spain will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XVII

Nothing contained in the present Agreement shall prejudice the views of either Government with respect to the existing territorial or other jurisdiction of the coastal State for all purposes other than the conservation and management of fisheries.

ARTICLE XVIII

1. This Agreement shall enter into force on a date to be agreed upon by exchange of notes, following the completion of internal procedures of both Governments,[1] and remain in force until July 1, 1987, unless extended by exchange of notes between the Parties. Nothwithstanding the foregoing, either Party may terminate this Agreement after giving written notice of such termination to the other Party one year in advance. Prior to such termination the Parties shall consult.

2. This Agreement shall be subject to review by the two Governments two years after its entry into force at the request of either or upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

[1] Jan. 17, 1983.

DONE at Washington, July 29, 1982, in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF SPAIN:

[2]

[1] James L. Malone.
[2] José Lladó.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of Spain to engage in fishing for living resources over which the United States exercises exclusive fishery management authority:

1. The Government of Spain may submit an application to the competent authorities of the United States for each fishing vessel of Spain that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify

a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions may be needed, and what fee will be required, and shall inform the Government of Spain of such determinations. The Government of the United States reserves the right not to approve applications.

4. The Government of Spain shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of Spain and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each Spanish fishing vessel, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of Spain notifies the Government of the United States of its objections to specific conditions and restrictions, the two sides may consult with

respect thereto and the Government of Spain may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

ANNEX II

American-Spanish Fisheries Board

Section I - Establishment of the Board

1. There is hereby established an American-Spanish Fisheries Board (hereinafter called the Board).

2. The Board shall consist of four members, two appointed by the Government of Spain and two appointed by the Government of the United States of America. At least one of the two members appointed by each Government shall have knowledge of the general principles of international law, particularly those relating to fisheries matters. Each Government shall inform the other of the names of the persons it appoints to the Board. Each Government-appointed member shall serve at the pleasure of the appointing Government. It is the responsibility of each Government to maintain its full complement of members.

3. Each Government may appoint one non-voting technical adviser to the Board for each matter heard.

4. All decisions of the Board shall be undertaken unanimously by those members present and voting, so long as at least one member appointed by each Government is present.

5. Taking into account the location of the fisheries off the United States coast, the Board shall normally sit in Washington, D.C. Insofar as is necessary considering the location of the Parties and the availability of evidence, the Board may sit in Madrid or elsewhere.

6. English and Spanish shall be the official working languages of the Board. The Government shall assist the Board in arranging for necessary translations and interpretations.

7. As used in this Agreement, the term "national" refers to any vessel or person, natural or juridical, including but not limited to a government entity.

Section II - Conciliation Functions

1. The Board shall consider claims advanced by a national of either State against a national of the other State regarding financial loss resulting from damage to or loss of the national's fishing vessel or fishing gear.

2. No claim may be brought more than two years after the occurrence of the relevant incident, unless the Board decides unanimously to make an exception for a specific incident.

Section III - Conciliation Procedures

1. The Board shall establish its procedures in accordance with this Annex.

2. A claim, as referred to in Section II above, shall be brought before the Board by a written request. The request shall be in the form of a sworn statement which shall include, inter alia, a detailed account of the incident from which the claim arises, the identity of all persons and vessels involved, the remedy sought (damages claimed), and a list of potential witnesses knowledgeable about the incident. All appropriate

documentary evidence supporting the claim shall be forwarded with the claim to the Board.

3. Upon receipt of a claim, the Board shall, as soon as practicable, commence an inquiry into the incident, and inform both governments. Each Government shall immediately notify any of its nationals against whom a claim is made. Its nationals may in turn file with the Board a sworn statement responding to the claim. The response may contain a counterclaim insofar as the counterclaim arises from the same incident upon which the claim is based. A counterclaim shall be in the same form and contain the same information as a claim. The Board may join claims that arise from the same incident, without prejudice to the right of each party to present evidence with or without counsel.

4. The Board may request further information and documents from the parties to the dispute or from appropriate governmental agencies. All statements, reports, or other documents presented to the Board shall be duly sworn and attested as to their authenticity, insofar as reasonably possible. Official Government reports and documents need not be so authenticated.

5. If either the claimant or the respondent requests a hearing, or if the Board deems it desirable to hold a hearing, the Board shall convene a hearing regarding the incident. The claimant and respondent may appear at the hearing personally or through a representative, with or without counsel, and may

present witnesses. The Board may invite as a witness any person, organization, corporation or other entity which has a direct interest in or knowledge of the matter. The claimant and respondent shall be permitted to question all persons testifying at the hearing, provided that no person shall be required to respond to any question.

6. The Governments will facilitate the work of the Board.

Section IV - Conciliation Report

1. The Board shall prepare a report containing its findings as to:

(a) the facts giving rise to the claim;

(b) the extent of damage or loss;

(c) the degree of respondent's or claimant's responsibility, if any; and

(d) the amount, if any, which should be paid by respondent or claimant as compensation for losses arising from the incident.

2. If the Board does not unanimously adopt the findings, this shall be stated in the report, and the report shall contain separate statements of each Board member's opinion.

3. The Board shall transmit its report to the claimant, to the respondent, and to each of the two Governments no later than sixty days after the completion of the procedures under Section III.

4. Within thirty days after receipt of the Board's report, either the claimant or the respondent may request in writing that the Board reconsider its report. The request shall set forth the reasons for the request and material substantiating the request. The Board may decide to reconsider its report and, if it deems appropriate, receive new evidence or convene a rehearing, or both. Section III procedures will be applicable to the reconsideration.

5. The two Governments undertake to encourage settlement of claims in accordance with the findings of the Board.

6. Within sixty days of receipt of the Board's report each Government shall inform the Board in writing of the actions taken by its nationals pursuant to the Board's findings.

7. If one of the parties to a conciliation proceeding refuses to settle in accordance with the findings of the Board, the Board shall encourage the parties to submit their dispute to binding arbitration.

8. The Board's report and the information provided by each Government shall be published in the form agreed by the Board.

Section V - Use of the Board

The two Governments shall encourage their nationals to use, where appropriate, the Board to settle claims resulting from damage to or loss of fishing gear and vessels. The

Governments shall give information about the Board to interested persons.

Section VI - Applicable Law

In all proceedings under this Annex the Board shall apply:

(a) international conventions, whether general or particular, establishing rules expressly recognized by the two Governments, including bilateral and multilateral agreements between the two Governments dealing with fisheries and maritime matters generally;

(b) international custom, as evidence of a general practice accepted as law;

(c) the general principles of law recognized by nations;

(d) judicial decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law.

Section VII - Other Remedies

1. Nothing in this Annex shall preempt, prejudice, or in any other way affect judicial proceedings, or the right to institute such proceedings, or in any way prejudice or affect the substantive or procedural rights of any person, whether or not such person appears before or participates in the proceedings of the Board.

2. No claim shall be brought the substance of which has been or is being adjudicated or arbitrated between the parties. The Board may refuse to consider a claim on the grounds that it should be joined to an existing judicial proceeding involving substantially the same issues and in which the law applicable to such judicial proceeding appears to permit such joinder.

3. The Board shall immediately suspend conciliation proceedings regarding a claim in respect to which judicial proceedings are instituted, unless the court before which the proceedings are pending determines, in the exercise of its lawful authority, that the parties may continue to proceed before the Board.

4. The Board shall immediately terminate conciliation proceedings regarding a claim in respect to which there is a binding agreement to arbitrate.

Section VIII - Funding

Each Government shall pay all expenses, including compensation, of the members it appoints to the Board and of any technical advisers it appoints. The two Governments will share equally all the administrative and operational costs of the Board. Such costs do not include expenses related to the presentation or production of evidence or the appearance of witnesses.

Section IX - Review

At the request of either Government, representatives of the two Governments shall meet to review the operation of this Annex and to consider proposals for its revision. This Annex may be amended through an exchange of notes between the two Governments.

Section X - Termination

At any time either Government may give written notice to the other Government of its intention to denounce this Annex, in which case the Annex shall terminate sixty days from the date of the notification, provided that the effect of the Annex shall in any event continue until the conclusion of conciliation proceedings and arbitrations instituted prior to its termination, unless otherwise agreed by the two Governments.

ACUERDO ENTRE EL GOBIERNO DE ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE ESPAÑA SOBRE LA PESCA FRENTE A LA COSTA DE ESTADOS UNIDOS

El Gobierno de Estados Unidos de América y
El Gobierno de España

considerando el interés común de ambas naciones en la gestión racional, protección y logro del rendimiento óptimo de los stocks de pescado frente a las costas de Estados Unidos.

Reconociendo que Estados Unidos ha establecido una zona de protección pesquera en el interior de las 200 millas náuticas, comprendidas desde la línea de sus costas, en la cual ejerce exclusiva autoridad en la gestión de toda la fauna piscícola y que Estados Unidos ejerce igualmente tal autoridad sobre los recursos vivos de la plataforma continental que pertenece a su territorio, y sobre las especies anádromas de pescado de origen estadounidense.

Reconociendo que España ha estado cooperando en la gestión racional y conservación de los recursos vivos frente a las costas de Estados Unidos y que los pescadores y buques de España tradicionalmente han estado comprometidos en el desarrollo de tales recursos; y

deseosos de establecer términos y condiciones razonables para las pesquerías de interés mutuo sobre las que Estados Unidos ejerce autoridad exclusiva de gestión pesquera.

Convienen en lo siguiente:

Artículo I

El objeto de este Acuerdo es promover la protección efectiva, el rendimiento óptimo y la gestión racional de las pesquerías

de mutuo interés frente a la costa de Estados Unidos, así como llegar a un común entendimiento en cuanto a los principios y procedimientos según los cuales los pescadores y buques españoles puedan pescar los recursos vivos sobre los que Estados Unidos ejercen autoridad exclusiva en su gestión, tal como lo dispone la legislación de Estados Unidos.

Artículo II

La significación de los siguientes términos utilizados en este Acuerdo queda así:

1.- "Recursos vivos sobre los que Estados Unidos ejerce autoridad con carácter exclusivo en materia de gestión pesquera" significa todo el pescado dentro de la Zona de Protección pesquera de Estados Unidos (excepto las especies altamente migratorias), todas las especies anádromas de pescado cuyo desove se efectúa en aguas dulces o de estuario de Estados Unidos, que emigran hacia las aguas del Océano mientras se encuentren en la Zona de Protección pesquera de Estados Unidos, y en aguas no comprendidas en las jurisdicciones nacionales de pesca reconocidas por los Estados Unidos, y todos los recursos vivos de la plataforma continental perteneciente a los Estados Unidos;

2.- "Pescado" significa todos los "peces de aleta" ("finfish"), moluscos, crustáceos y otras formas de vida marina, animal o vegetal, que no sean mamíferos marinos, aves y especies altamente migratorias.

3.- "Pesquería" significa:

a.- Uno o más "stocks" de peces que puedan considerarse como una unidad para los fines de su protección y gestión, y que se identifican por medio de características geográficas, científicas, técnicas, recreativas y económicas; y

b.- Cualquier pesca de dichos "stocks".

4.- "Zona de Protección pesquera" significa una zona contigua al mar territorial de Estados Unidos, cuyo límite por la parte del mar es una línea trazada de tal forma que cada punto de ella esté a 200 millas náuticas de la línea de base a partir de la cual se mide la extensión del mar territorial de Estados Unidos.

5.- "Pesca" significa:

a.- Capturar, coger pescado.
b.- La tentativa de capturar o coger pescado.
c.- Cualquier otra actividad de la que pueda esperarse como resultado el capturar o coger pescado.
d.- Cualquier actividad en el mar, incluida la de elaboración, que se realice directamente en apoyo de, o como preparación para cualquier actividad descrita anteriormente en los sub-párrafos a-c, siempre y cuando dicho término no incluya otras utilizaciones legítimas de las aguas de alta mar, comprendidas las actividades de investigación científica.

6.- "Buque de Pesca" significa todo buque, barco, navió u otra embarcación que se utiliza, o se equipa para ser utilizado, o de la clase que se suele utilizar, para:

a.- La pesca; o

b.- La ayuda o la asistencia a uno o más buques en el mar que realicen alguna actividad relacionada con la pesca, incluídas las de preparación, suministro, almacenamiento, refrigeración, transporte o elaboración.

7.- "Especie altamente migratoria" significa especies de atún que en su ciclo vital desovan y migran hacia grandes distancias en el Océano.

8.- "Mamífero marino" significa todo animal mamífero morfológicamente adaptado al medio marino, incluídas las nutrias de mar (sea otters) y los miembros de las especies "sirenia", "pinnipedia" y "cetácea", o que habitan primariamente el medio marino, como es el caso del oso polar.

Artículo III

1.- El Gobierno de Estados Unidos está dispuesto a permitir el acceso a los buques pesqueros extranjeros para que pesquen, de acuerdo con los términos y condiciones que se establezcan en los permisos concedidos con arreglo al artículo VII, la parte de la captura total autorizada de una pesquería determinada que no pesquen los buques pesqueros estadounidenses, puesta a disposición de los buques pesqueros extranjeros conforme a la legislación de Estados Unidos.

2.- El Gobierno de Estados Unidos, sin perjuicio de los ajustes que sean necesarios por circunstancias imprevisibles que afecten a los Stocks, en conformidad con su propia legislación, fijará cada año:

a.- La captura total autorizada para cada pesquería, basándose en un rendimiento óptimo, habida cuenta de los datos científicos disponibles, y los factores sociales, económicos y cualesquiera otros pertinentes.

b.- La capacidad de captura de los buques estadounidenses con respecto a cada pesquería.

c.- La parte de la captura total permisible para una pesquería específica a la que podrán tener acceso, con periodicidad anual, los buques pesqueros extranjeros, y

d.- La asignación de la parte disponible a los buques pesqueros españoles debidamente cualificados.

3.- En cumplimiento del párrafo 2.d de este artículo, los Estados Unidos fijarán, cada año, las medidas necesarias para evitar la sobrepesca, logrando, al mismo tiempo, sobre una base continua, el rendimiento óptimo de cada pesquería de acuerdo con la Ley de Estados Unidos.

Dichas medidas podrán incluir, entre otras, las siguientes:

A.- La designación de zonas y períodos en que la pesca estará autorizada, o limitada, o se realiza sólo con un determinado tipo de barco pesquero o con cantidades y tipos específicos de artes de pesca.

B.- Limitaciones de la captura de pescado, basadas en zonas, especies, talla, número, peso, sexo, captura incidental, biomasa total u otros factores.

C.- Limitaciones en el número y tipos de barcos pesqueros que puedan realizar la pesca y/o en el número de días que cada barco del total de la flota pueda pescar, en una zona designada, peces de una pesquería determinada.

D.- Requisitos en cuanto a los tipos de artes de pesca que puedan o no utilizarse, y

E.- Requisitos que tengan por objeto facilitar el cumplimiento obligatorio de dichas condiciones y restricciones, incluído el mantenimiento de un equipo apropiado de identificación y determinación de la posición.

4.- El Gobierno de Estados Unidos notificará a su debido tiempo al Gobierno español las normas previstas en este artículo.

Artículo IV

Para determinar la parte del excedente del que podrán disponer los barcos de cada país, incluyendo a los de España, el Go-

bierno de Estados Unidos decidirá, sobre la base de los factores señalados en su legislación, teniendo en cuenta los siguientes factores:

1.- La imposición o no por dichas naciones de barreras arancelarias o de otro tipo sobre la importación de pescado o productos de la pesca procedentes de Estados Unidos, así como algún otro tipo de restricciones en su acceso al mercado nacional.

2.- El hecho de que dichas naciones estén cooperando o no con Estados Unidos en la promoción de las oportunidades existentes o nuevas oportunidades para el comercio pesquero, particularmente mediante la compra de pescado o de productos pesqueros a las industrias de elaboración de Estados Unidos o a los pescadores de dicho país.

3.- El grado de colaboración de cada nación y de sus flotas pesqueras en la aplicación de la normativa pesquera de Estados Unidos.

4.- Las necesidades de cada nación para su consumo doméstico respecto del pescado explotado en la zona de protección pesquera.

5.- La medida en que estas naciones favorecen o contribuyen al crecimiento de una industria pesquera en Estados Unidos sana y rentable, incluído el mantenimiento de los conflictos ocasionados por las artes de pesca a un nivel mínimo, así como la transferencia tecnológica pesquera en beneficio de la industria pesquera de Estados Unidos.

6.- La medida en que los barcos pesqueros de estas naciones han realizado tradicionalmente sus actividades de pesca en tal pesquería.

7.- El grado en que estas naciones cooperan con Estados Unidos en la investigación pesquera y en la identificación de los recursos pesqueros, y realizan importantes aportes en estos campos; y

8.- Cualquier otro punto que los Estados Unidos estimen apropiado.

Artículo V

El Gobierno español cooperará y contribuirá al desarrollo de la industria pesquera de Estados Unidos, y al aumento de sus exportaciones pesqueras, tomando medidas tales como la reducción o eliminación de impedimentos a la importación y venta de productos pesqueros de Estados Unidos en España, proporcionando información en relación con los requisitos técnicos y administrativos necesarios para el acceso de productos pesqueros norteamericanos, suministrando datos económicos, intercambiando experiencias, facilitando la transferencia de tecnología de pesca o procesamiento a la industria pesquera de Estados Unidos, facilitando la creación de empresas conjuntas y otros arreglos, informando a su industria sobre las oportunidades de comercio y de puesta en marcha de empresas conjuntas con Estados Unidos, y adoptando cualquier otra medida que pueda considerarse adecuada.

Artículo VI

El Gobierno español tomará todas las medidas necesarias para asegurar:

1.- Que los nacionales y barcos españoles se abstendrán de pescar los recursos vivos sobre los que Estados Unidos ejerce autoridad exclusiva de gestión pesquera, excepto lo autorizado en este Acuerdo.

2.- Que todos los barcos autorizados cumplirán con los requisitos de los permisos de pesca expedidos según este Acuerdo y las leyes de Estados Unidos.

3.- Que el total de la asignación a la que se refiere el artículo III, párrafo 2.d, de este Acuerdo no será superada en ninguna pesquería.

Artículo VII

El Gobierno de España puede solicitar del Gobierno de Estados Unidos un permiso de pesca para cada buque pesquero español que desee pescar en la Zona de Protección Pesquera conforme a este Acuerdo. Dicha solicitud será preparada y tramitada de acuerdo con el Anexo, que constituye una parte integrante de este Acuerdo. El Gobierno de Estados Unidos podrá exigir el pago de derechos por tales permisos y por pescar en la zona de pesquería de Estados Unidos.

Artículo VIII

El Gobierno de España garantiza que los nacionales y buques pesqueros españoles se abstendrán de acosar, cazar, capturar o matar, o de intentar acosar, cazar,capturar o matar, cualquier mamífero marino dentro de la Zona de Protección Pesquera de Estados Unidos, con excepción de lo estipulado, en otro sentido, bien en un acuerdo internacional relativo a los mamíferos marinos del cual sea parte Estados Unidos, bien con arreglo a una autorización específica para y control sobre captura incidental de mamíferos marinos establecida a tal efecto por el Gobierno de Estados Unidos.

Artículo IX

El Gobierno de España garantiza que en el desarrollo de las pesquerías con arreglo a este Acuerdo se cumplirán los siguientes puntos:

1.- Que el permiso de pesca de cada barco español aparezca colocado visiblemente en la cámara del timonel de dicho barco.

2.- Que cada barco vaya dotado de equipos para determinar su posición y permitir su identificación, tal como determina el Gobierno de Estados Unidos, manteniéndolos en buen estado de funcionamiento.

3.- Que se permita a observadores estadounidenses autorizados a subir, previa petición, a bordo de cualquiera de dichos barcos pesqueros, en los que se les ofrecerá el trato y el acomodo del que disfrutan los oficiales, durante el tiempo que permanezcan a bordo, Tanto propietarios como patrones y tripulaciones de dichos barcos cooperarán con los observadores en el cumplimiento de sus deberes oficiales, reembolsando al Gobierno de Estados Unidos los costes en que se haya incurrido al utilizar los observadores.

4.- Que se nombren y se establezcan en Estados Unidos agentes con autoridad para recibir y responder a documentos que se expidan en relación con cualquier procedimiento legal iniciado en Estados Unidos con respecto a un propietario u operario de un barco español, por cualquier causa que se origine durante el desarrollo de las actividades de pesca de losrecursos vivos sobre los que Estados Unidos tiene exclusiva autoridad de gestión pesquera.

5.- Que se tomen todas las medidas necesarias para mantener a un nivel mínimo los conflictos ocasionados por motivos técnico-pesqueros, garantizando la pronta y adecuada compensación a los ciudadanos estadounidenses por cualquier pérdida o daño a sus barcos pesqueros, artes de pesca o captura y pérdida económica resultante que hayan podido surgir, causados por cualquier barco pesquero español, tal y como viene definido por las normas de Estados Unidos.

Artículo X

Con el fin de facilitar una rápida y adecuada compensación a los ciudadanos de uno de los dos países, afectados por pérdidas o daños en sus barcos pesqueros, aparejos o capturas, causados directamente por barcos o aparejos del otro, ambos Gobiernos acuerdan que el Comité de Pesca hispano-norteamericano descrito en el Anexo II continúe como tal.

Artículo XI

El Gobierno de Estados Unidos se compromete a permitir que los buques pesqueros españoles autorizados a faenar según este

Acuerdo entren en puertos norteamericanos con el fin de abastecerse de cebo, provisiones o equipos, o para realizar reparaciones, o para otros fines para los que pueda obtenerse autorización.

Artículo XII

El Gobierno español adoptará todas las medidas necesarias tendentes a cooperar con Estados Unidos en la aplicación de su legislación pesquera sobre su zona de Protección y a garantizar que cada buque español que faene la pesca de recursos vivos que esté bajo la autoridad de gestión exclusiva de Estados Unidos permita y colabore en su abordamiento e inspección por agentes oficiales de Estados Unidos, así como en la ejecución de las medidas procedentes de acuerdo con las leyes de Estados Unidos.

Artículo XIII

1.- El Gobierno de Estados Unidos impondrá las sanciones apropiadas, de acuerdo con sus leyes, a los buques españoles o a sus propietarios o patrones que incumplan los requisitos de este Acuerdo o de algún permiso expedido en virtud de este Acuerdo.

2.- En caso de captura y detención de un barco español por las Autoridades del Gobierno de los Estados Unidos, las medidas adoptadas y las sanciones que se hayan impuesto serán notificadas por vía diplomática, rápidamente, al Gobierno español.

3.- Los barcos detenidos y sus tripulaciones serán rápidamente liberados, previo pago de una fianza razonable, u otra garantía, según determine el Tribunal.

4.- Los representantes de Estados Unidos recomendarán generalmente al Tribunal, en las causas derivadas de las actividades de pesca con arreglo a este Acuerdo, que la sanción por violación de las reglamentaciones pesqueras no prevea el castigo con privación de libertad.

Artículo XIV

1.- Los Gobiernos español y estadounidense cooperarán en la investigación científica requerida para la gestión y protección de los recursos vivos sujetos a la autoridad exclusiva de la gestión pesquera de Estados Unidos, incluída la recopilación de la mejor información científica disponible relativa a la gestión y protección de los stocks de interés mutuo.

2.- Los Organismos competentes de ambos Gobiernos cooperarán en el desarrollo de planes de investigación sóbre los stocks de mutuo interés mediante correspondencia o reuniones, según convenga, y podrán modificarlos, llegado el caso, mediante acuerdo. Los planes de investigación convenidos podrán incluir, sin que esto sea limitativo, el intercambio de información y de científicos, reuniones programadas con regularidad entre científicos con el fin de preparar planes de investigación y analizar el posible progreso realizado, así como la realización conjunta de proyectos de investigación.

3.- Se considerará que la realización de la investigación convenida, durante el transcurso de las normales operaciones comerciales de pesca, a bordo de un pesquero español en la Zona de Protección Pesquera de Estados Unidos, no constituye un cambio de las actividades de pesca del buque por el de actividades científicas. Por consiguiente, será también necesario obtener un permiso para el barco en cuestión, de acuerdo con el Artículo VII.

4.- El Gobierno de España cooperará con el Gobierno de Estados Unidos en la ejecución de procedimientos de recopilación y comunicación de información bioestadística y datos relativos a pesquerías, incluídas las estadísticas de captura y esfuerzo, de acuerdo con los procedimientos que estipule Estados Unidos.

Artículo XV

Los Gobiernos de España y Estados Unidos llevarán a cabo consultas periódicas bilaterales relativas a la ejecución de

este Acuerdo, así como al desarrollo de una ulterior cooperación en el campo de las pesquerías de mutuo interés, incluída la constitución de organizaciones multilaterales apropiadas para la recopilación y el análisis de datos científicos relativos a dichas pesquerías.

Artículo XVI

Si el Gobierno de los Estados Unidos informa al Gobierno español que nacionales y buques pesqueros estadounidenses desean pescar en la Zona de Protección Pesquera española o su equivalente, el Gobierno Español permitirá tal pesca sobre la base de la reciprocidad y en unas condiciones no más restrictivas que las establecidas con arreglo al presente Acuerdo.

Artículo XVII

Las disposiciones contenidas en el presente Acuerdo no prejuzgarán los criterios de uno y otro Gobierno respecto a la jurisdicción territorial existente u otra del Estado costero, para todo lo que no sea la protección y gestión de las pesquerías.

Artículo XVIII

1.- Este Acuerdo entrará en vigor en una fecha a convenir por un Canje de Notas, después de que se cumplan los requisitos de régimen interno de ambos Gobiernos, y seguirá vigente hasta el 1 de Julio de 1987, a menos que sea prorrogado mediante Canje de Notas entre las Partes. No obstante lo anteriormente expuesto, cada Parte podrá poner fin a este Acuerdo, previa notificación un año antes de su terminación a la otra Parte. Ambas Partes mantendrán conversaciones con anterioridad a la expiración del Convenio.

2.- Este Acuerdo podrá ser objeto de revisión por ambos Gobiernos dos años después de su entrada en vigor, a petición de uno cual-

quiera de ellos, o cuando se concluya un Tratado Multilateral que se derive de la III Conferencia de las Naciones Unidas sobre el Derecho del Mar.

En fe de lo cual los infrascritos, debidamente autorizados a este efecto, firman el presente Acuerdo.

Hecho en Washington, a 29 de Julio de 1.982 en los idiomas español e inglés, siendo ambos textos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS

POR EL GOBIERNO DE ESPAÑA

ANEXO I

NORMAS PARA LA SOLICITUD Y EXPEDICION
DE LICENCIAS.

Las normas siguientes regularán la solicitud y expedición de licencias anuales que autoricen a los buques españoles a pescar los recursos vivos sobre los que Estados Unidos ejerce una autoridad exclusiva de gestión pesquera:

1.- El Gobierno español podrá presentar una solicitud a las Autoridades competentes de Estados Unidos para cada buque pesquero español que desee pescar con arreglo a este Acuerdo. Dicha solicitud deberá hacerse en un impreso (formulario) facilitado por el Gobierno de Estados Unidos a este efecto.

2.- En dicha solicitud se especificará:

A. el nombre y el número oficial u otra identificación de cada buque pesquero para el que se solicite un permiso, juntamente con el nombre y la dirección del propietario y del patrón del mismo.

B. El tonelaje, capacidad, velocidad, equipo de tratamiento, tipo y cantidad de artes de pesca, y cualquier otra información que pueda requerirse relativa a las características pesqueras del buque.

C. Las pesquerías en las que cada barco desea pescar.

D. La cantidad de pescado o tonelaje de capturas por especies que cada barco cuenta pescar durante el período de validez del permiso.

E. La zona oceánica y la temporada o el período durante los cuales se realizará la pesca.

F. Cualquier otra información pertinente que pueda ser requerida, incluídas las zonas de transbordo deseadas.

3.- El Gobierno de Estados Unidos examinará cada solicitud, determinará las condiciones y restricciones necesarias y los derechos exigibles.

El Gobierno de Estados Unidos informará de sus decisiones al Gobierno español, reservándose el derecho de rechazar las solicitudes que estime oportunas.

4.- El Gobierno español notificará inmediatamente al Gobierno de los Estados Unidos su aceptación o rechazo de dichas condiciones y restricciones y, en caso de rechazo, de sus objeciones a este respecto.

5.- Si las condiciones y restricciones, así como el pago de cualesquiera tipo de derechos, son aceptados por el Gobierno español, el Gobierno de Estados Unidos aprobará la solicitud y expedirá un permiso para cada buque pesquero español, que tendrá, por consiguiente, la autorización para pescar con arreglo a este Acuerdo y en los términos y condiciones definidos en el permiso. Dichos permisos se expedirán para un barco determinado y no podrán transferirse.

6.- En el caso de que el Gobierno español notifique al Gobierno de Estados Unidos sus objeciones a algunas de las restricciones y condiciones específicas, ambas Partes podrán celebrar consultas a este respecto y el Gobierno español podrá a continuación presentar una nueva solicitud revisada.

7.- Las Normas de este Anexo podrán enmendarse por mutuo acuerdo, mediante un Canje de Notas entre ambos Gobiernos.

ANEXO II

COMITE DE RECLAMACIONES PESQUERAS
HISPANO-NORTEAMERICANO.

SECCION I.- Creación del Comité.

1.- Se crea por la presente un Comité de Pesquerías Hispano-Norteamericano (denominado en adelante el Comité).

2.- El Comité se compone de 4 miembros, 2 nombrados por el Gobierno de los Estados Unidos de América y 2 nombrados por el Gobierno de España. Al menos, uno de los dos miembros nombrados por cada Gobierno deberá tener conocimientos de los principios generales del Derecho Internacional, en particular en lo que concierne a los temas de pesca. Cada Gobierno notificará al otro los nombres de las personas nombradas para el Comité. Los miembros participarán en el Comité a la disposición del Gobierno que los nombra. Cada Gobierno tiene la responsabilidad de mantener el número completo de miembros.

3.- Cada Gobierno puede nombrar un asesor técnico sin derecho a voto para cada tema tratado en el Comité.

4.- Las decisiones del Comité se adoptarán por unanimidad de los miembros presentes y votantes, siempre y cuando esté presente, por lo menos, uno de los miembros nombrados por cada Gobierno.

5.- El Comité se reunirá normalmente en Washington D.C., habida cuenta de la localización geográfica de las pesquerías. Ahora bien, podrá reunirse en Madrid u otro lugar, de estimarse necesario, considerando la situación geográfica de ambas Partes y el lugar en que se encuentren las pruebas pertinentes.

6.- El inglés y el español serán los idiomas oficiales de trabajo del Comité. Los Gobiernos de cada uno de los dos países colabora-

rán con el Comité en las traducciones e interpretaciones necesarias.

7.- El término "nacional" utilizado en este Acuerdo se refiere a cualquier barco o persona, física o jurídica, incluídos los entes gubernamentales, aunque no solamente ellos.

SECCION II.- Funciones de Conciliación.

1.- El Comité atenderá las reclamaciones presentadas por el súbdito de uno de los dos Estados en contra de un súbdito del otro Estado, que se refieran a pérdidas económicas experimentadas, por daños o por la pérdida del barco pesquero o de las artes de pesca.

2.- No se podrán presentar reclamaciones a partir de los dos años de ocurrir los hechos, a menos que el Comité decida unánimemente hacer una excepción para un caso determinado.

SECCION III.- Procedimientos de conciliación.

1.- El Comité establecerá sus reglas de procedimiento, de acuerdo con este Anexo.

2.- Las reclamaciones a las que se refiere la Sección II, deberán ser presentadas ante el Comité por escrito. Cada reclamación tomará la forma de una declaración jurada en la que se consignará, inter alia, un Informe detallado del incidente que ha dado lugar a la reclamación, la identidad de todas las personas y buques implicados, la satisfacción que se solicita (daños reclamados) y una lista de todos los testigos eventuales que hayan podido tener conocimiento del incidente. Se deberá adjuntar a la reclamación todas las pruebas documentales apropiadas.

3.- Al recibirse la reclamación, el Comité deberá, en cuanto le sea posible, iniciar una investigación sobre el incidente e informar de ella a ambos Gobiernos, quienes, a su vez, la pondrán en conocimiento de cualquiera de sus súbditos, objeto pasivo de la

reclamación. Estos súbditos podrán, a su vez, mandar al Comité una declaración jurada en respuesta a la reclamación, que podrá contener una contrarreclamación, siempre y cuando ésta última sea relativa al mismo incidente que dió origen a la primera reclamación. La contrarreclamación deberá presentarse bajo la misma forma y conteniendo la misma información que la reclamación. El Comité podrá reunir en un mismo expediente las reclamaciones originadas por el mismo incidente, sin perjuicio del derecho de cada Parte a presentar pruebas con o sin la asistencia de un Letrado.

4.- El Comité podrá solicitar información adicional, incluyendo la documental, a las partes o a los organismos gubernamentales apropiados. Todas las declaraciones, informes u otros documentos presentados ante el Comité deberán ir jurados y debidamente legalizados, en la medida de lo posible. Los informes oficiales de los Gobiernos no necesitarán cumplir este requisito.

5.- Si el demandante o el demandado solicitasen ser oídos, o el Comité por sí mismo así lo estima necesario, deberá convocar una audiencia sobre el incidente. El demandante y el demandado pueden presentarse a la audiencia personalmente o hacerse representar en ella asistidos o no por un Letrado, y pueden presentar testigos. El Comité puede citar como testigo a toda persona, organismo, sociedad u otra entidad que tenga un interés directo o conocimiento del asunto. El demandante y el demandado podrán interrogar a todos los testigos en la audiencia sin que nadie esté obligado a responder a las preguntas.

6.- Los Gobiernos facilitarán el trabajo del Comité.

SECCION IV.- Informe de conciliación.

1.- El Comité elaborará un informe con sus conclusiones. Este versará sobre los siguientes puntos:

a) Hechos que han originado la reclamación.

b) Importancia del daño o de la pérdida.
c) Grado de responsabilidad, si la hubiera, del demandado o del demandante, y
d) Si procede, importe a pagar por el demandado o el demandante como compensación de las pérdidas causadas por el incidente.

2.- Si el Comité no adopta por unanimidad sus conclusiones, esto deberá ser indicado en un informe en el que se incluirán por separado las opiniones de cada uno de los miembros.

3.- El Comité enviará su informe al demandante, al demandado y a cada uno de los dos Gobiernos no más tarde de sesenta días tras que se hayan cumplido los trámites previstos en la Sección III.

4.- Dentro de los 30 días siguientes a la recepción del informe del Comité, el demandante o el demandado pueden solicitar por escrito que el Comité revise su informe. La demanda debe presentarse debidamente argumentada yendo acompañada de pruebas documentales que la apoyen. El Comité puede decidir reconsiderar su informe y, si lo estima oportuno, recibir nuevas pruebas o convocar una nueva audiencia, o ambas cosas. Los procedimientos previstos en la Sección III se aplicarán en este caso.

5.- Los dos Gobiernos se comprometen a favorecer la satisfacción de las reclamaciones, de acuerdo con las conclusiones del Comité.

6.- Dentro de los sesenta días siguientes a la recepción del informe del Comité, cada Gobierno informará por escrito a éste de las acciones tomadas por sus súbditos con arreglo a las conclusiones de la investigación.

7.- Si una de las partes se niega a actuar de acuerdo con las conclusiones del Comité, éste incitará a las partes a someter su disputa a arbitraje vinculante en sus resultados.

8.- El informe del Comité y la información proporcionada por cada Gobierno se publicará en la forma que aquel convenga.

SECCION V.- Utilización del Comité.

Ambos Gobiernos incitarán a sus súbditos a dirigirse al Comité, cuando sea oportuno, para la resolución de las reclamaciones derivadas del daño o de la pérdida de los buques y artes de pesca. Los Gobiernos deberán facilitar información sobre el Comité a toda persona interesada.

SECCION VI.- Legislación aplicable.

El Comité aplicará a todas las fases procesales mencionadas en este Anexo las fuentes del Derecho siguientes:

a.- Los convenios internacionales, ya sean generales o particulares, que establezcan reglas expresamente reconocidas por los dos Gobiernos, incluyendo los acuerdos bilaterales y multilaterales sobre temas pesqueros y marítimos, en general, entre ambos países.

b.- La costumbre internacional, como prueba de una práctica general aceptada como Ley.

c.- Los principios generales del Derecho reconocidos por las naciones.

d.- La jurisprudencia y la doctrina como medios auxiliares de la labor del juez.

SECCION VII.- Otros recursos.

1.- Nada de lo recogido en este Anexo podrá impedir, perjudicar o afectar en alguna manera el procedimiento judicial, o el derecho de instar tal actuación o de alguna manera perjudicar o afectar los derechos sustantivos o formales de cualquier persona, comparezca o no personalmente ante el Comité o participe en sus actuaciones.

2.- No se podrá presentar ninguna reclamación cuyo contenido haya sido o esté siendo juzgado o sometido a arbitraje. El Comité podrá rechazar toda demanda que considere deba integrarse en un proceso en curso que trate sustancialmente el mismo problema y cuando la legislación aplicable a esta causa judicial permita que pueda ser sumada a la reclamación judicial.

3.- El Comité suspenderá inmediatamente el acto de conciliación relativo a una reclamación sobre la que se inicia un proceso judicial, a menos que el Tribunal que entiende esta causa dictamine, en el ejercicio de su autoridad legal, que las partes pueden continuar su actuación ante el Comité.

4.- El Comité deberá dar por terminado inmediatamente el acto de conciliación relativo a una reclamación sobre la que se produzca un acuerdo vinculante de arbitraje.

SECCION VIII.- Financiación.

Cada Gobierno pagará todos los gastos, incluídas las indemnizaciones de los miembros y de los asesores técnicos que nombre para el Comité. Los costes administrativos y organizativos del Comité correrán a cargo de los dos Gobiernos por partes iguales. Estos costes no incluyen los gastos originados por la presentación de pruebas o las citaciones de testigos.

SECCION IX.- Revisión.

A petición de uno de los Gobiernos, representantes de ambos Gobiernos se reunirán para examinar la aplicación de este Anexo y estudiar propuestas para su revisión. Este Anexo podrá ser enmendado por medio de un Canje de Notas entre los dos Gobiernos.

SECCION X.- Resolución.

En cualquier momento, uno de los dos Gobiernos podrá notificar por escrito al otro su intención de denunciar este Anexo, en cuyo caso se extinguirá sesenta días después de la fecha de la notificación, admitiéndose que los efectos del Anexo continuarán hasta la conclusión de los procedimientos de conciliación y arbitraje iniciados con anterioridad, salvo acuerdo en contrario de los dos Gobiernos.

AGREED MINUTES

1. The representatives of the Government of the United States and the Government of Spain expressed their understanding that the phrase in Article V, "reducing or removing impediments, if any, within the framework of Spanish foreign trade regulations, to the importation and sale of U.S. fishery products," would include, inter alia, the prompt delivery of all Spanish import licenses requested for U.S. fishery products in conformity with Spanish law.

2. The representative of the Spanish Government stated that the fishery policy of his Government relates the access of foreign fish products into the Spanish market to the access of its fishing fleet to the fishing grounds of foreign countries.

3. In periodically evaluating the criteria for allocations under Article IV and Spanish efforts to cooperate and assist in the increase of United States fishery exports under Article V, the representative of the Government of the United States stated that his Government would take all substantial economic factors into account, including those which might prevent an increase, at each time of allocation evaluation.

4. The representative of the Government of Spain stated that, in the submission of applications referred to in Article VII the Government of Spain intends to continue to keep the number of applications to the minimum required, in order to aid in the efficient administration of the permit program.

5. The Government of the United States noted that the commitment in Article XIII (4) to recommend that imprisonment not be imposed as a penalty for violation of fishery regulations does not apply in the case of enforcement related offenses such as assault on an enforcement officer or refusal to permit boarding and inspection.

6. The representatives of the Governments of the United States and Spain noted that, in addition to the bilateral cooperation referred to in Article XIV, their Governments would continue to cooperate in fisheries science and research through international organizations as appropriate.

7. Both Parties understood changes to their respective laws subsequent to the date of signature of the GIFA might necessitate its renegotiation.

ACTA ACORDADA

1. Los representantes del Gobierno de los Estados Unidos y del Gobierno de España expresaron su conformidad con que el texto del Artículo V que reza, "la reducción o eliminación de impedimentos, si los hubiere, dentro del marco de la reglamentación española sobre comercio exterior, a la importación y venta de productos pesqueros de Estados Unidos", incluye, inter alia, la pronta entrega de todas las licencias españolas de importación solicitadas para los productos pesqueros de Estados Unidos, conforme a la legislación española.

2. El representante del Gobierno de España afirmó que la política pesquera de su Gobierno vincula la entrada al mercado español de productos pesqueros extranjeros al acceso de su flota pesquera a las zonas de pesca de los países extranjeros.

3. En la revisión periódica de los criterios para las asignaciones conformes al Artículo IV y de los esfuerzos españoles para cooperar y ayudar a incrementar las exportaciones pesqueras de Estados Unidos conforme al Artículo V, el representante del Gobierno de los Estados Unidos declaró que su Gobierno tendrá en cuenta todos los factores económicos substanciales, incluyendo aquellos que pudieran impedir un incremento, cada vez que se realiza la revisión de la asignación.

4. El representante del Gobierno de España afirmó que, en la entrega de solicitudes mencionada en el Artículo VII, el Gobierno de España tiene la intención de seguir manteniendo el volumen de solicitudes al mínimo necesario, a fin de favorecer la agilización del programa de permisos.

5. El Gobierno de los Estados Unidos observó que el compromiso asumido en el Artículo XIII (4) en el que se recomienda no recurrir a la privación de libertad como sanción por violación de las reglamentaciones pesqueras no es aplicable en el caso de desacato a la autoridad competente, tal como el caso de agresión a un agente oficial o negación de acceso a la inspección del barco.

6. Los representantes de los Gobiernos de los Estados Unidos y España afirmaron que, además de la cooperación bilateral a la que hace referencia el Artículo XIV, sus Gobiernos continuarán cooperando en los trabajos científicos y de investigación en el campo de la pesca a través de organismos internacionales cuando proceda.

7. Ambas partes entienden que los cambios en sus respectivas legislaciones, posteriores a la fecha de la firma del GIFA, pueden hacer necesaria su renegociación.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters.
Signed at Mexico November 8, 1982;
Entered into force November 8, 1982.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

MÉXICO, *November 8, 1982*

His Excellency
LICENCIADO OSCAR FLORES
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $1,750,000 the funding provided under the agreement effected by our Letter of Agreement dated June 2, 1977, as amended fourteen times thereafter.[1] This increase is from U.S. fiscal year 1983 funds for aviation maintenance project number 312801-0109 under appropriation number 19-1131022.2, allotment number 3128, obligation number 399001. It is further understood that the purpose of these funds is for opium poppy and marihuana eradication and narcotics interdiction.

The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977, as previously amended, as follows: (1) Delete the phrase, "One Million Dollars (U.S. $1,000,000.00)" and substitute therefor the phrase "Two Million Seven Hundred Fifty Thousand Dollars (U.S. $2,750,000)". (2) Delete the number "312801-0103" and substitute therefor the number "312801-0109". (3) Delete the phrase "U.S. $32,051,235", and substitute therefor the phrase "to a cumulative total of U.S. $33,801,235."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336, 10360, 10430; 29 UST 2484; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992; 33 UST 3694, 4096, 4423; *ante*, 35, 350, 1449.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN

John Gavin
Ambassador

The Mexican Attorney General to the American Ambassador

FORMA CG-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., noviembre 8 de 1982.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 8 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,750,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en catorce ocasiones posteriormente. Este incremento proviene de fondos del año fiscal 1983 para el Proyecto de Mantenimiento de Aviación, número 312801-0109, apropiación número 19-1131022-2, asignación número 3128, obligación número 399001. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y marihuana y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, de la siguiente forma: (1) Suprimir la frase, "Un Millón de Dólares (U.S. $1,000,000.00)", y substituir la frase, "Dos Millones Setecientos Cincuenta Mil Dólares (U.S. - - - - - $2,750,000)." (2) Suprimir el número "312801-0103" y substituir el

número "312801-0109." (3) Suprimir la frase "U.S. $32,051,235," y substituir la frase, "para un total acumulativo de U.S. - - - - $33,801,235".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos de los dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TGN

TRANSLATION

United Mexican States

Office of the Attorney General
of the Republic

Mexico, D.F., November 8, 1982

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Excellency:

I am pleased to reply to your letter of November 8, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 3834-3835.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores

INTERNATIONAL SUGAR ORGANIZATION

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of letters
Signed at London December 17, 1982;
Entered into force January 1, 1983.

The American Ambassador to the Executive Director, International Sugar Organization

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

December 17, 1982

Mr. William K. Miller
Executive Director
International Sugar Organization
Haymarket House
28 Haymarket
London SW1Y 4SP

Dear Mr. Miller:

I have the honor to propose that the Government of the United States and the International Sugar Organization conclude a tax reimbursement agreement, in accordance with which reimbursements can be made by the International Sugar Organization to staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on the International Sugar Organization income as specified below. An advance payment made by the International Sugar Organization relating to the estimated tax liaibility of a staff member during a current year will be treated as reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States subject to the availability of funds, to compensate the International Sugar Organization for the expenditure it has made. This charge will cover reimbursements made by the International Sugar Organization for United States Federal income tax on the following categories of International Sugar Organization income: basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of the International Sugar Organization income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover the International Sugar Organization staff members who are paid from voluntary funds, nor tax on income from any source other than the International Sugar Organization.

The International Sugar Organization will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the International Sugar Organization after securing the written permission of the American and other staff members liable to pay Federal income tax, will provide the Department of State with a list of participating staff members and their United States social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The Government of the United States will reimburse the International Sugar Organization on the basis of a certification that reimbursements have been made by the International Sugar Organization to United States citizens or others liable to pay United States Federal income tax. The certifications will set forth the names and United States social security numbers of the staff members reimbursed. The total of the International Sugar Organization income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This agreement will enter into force January 1, 1983. It shall apply with respect to reimbursements made by the International Sugar Organization on taxes paid on the International Sugar Organization income earned in 1982 or thereafter.

This agreement may be terminated by either party, effective one year from the date on which written notice of termination is given. Both parties agree to waive the one year termination notice period, if and only if the U.S. Government enters into significantly different tax reimbursement agreements with the United Nations specialized agencies. In that event, both parties agree to terminate this agreement and renegotiate on the basis of incorporating uniformly applicable changes to this agreement reached as a result of the negotiations with the UN specialized agencies.

This agreement supersedes the agreement on reimbursement of income taxes between the Government of the United States and the International Sugar Organization signed on July 10, 1980.[1]

The Embassy of the United States proposes that the present letter and your reply thereto will constitute an agreement between the Government of the United States and the International Sugar Organization for the purpose of regulating the reimbursement of income tax.

[1] TIAS 9807; 32 UST 1912.

77-975 O - 88 - 11

The Embassy of the United States avails itself of this opportunity to renew to the International Sugar Organization the assurances of its highest consideration.

Sincerely,

John J. Louis Jr.
Ambassador

The Executive Director, International Sugar Organization, to the American Ambassador

INTERNATIONAL SUGAR ORGANIZATION

28, HAYMARKET, LONDON, SW1Y 4SP

EXECUTIVE DIRECTOR.

December 17, 1982

Dear Ambassador Louis:

Thank you for your letter of December 17, 1982 proposing a new tax reimbursement agreement. The proposed agreement is set out in the following text:

[For the text of the U.S. letter, see pp. 3840-3842.]

I am happy to indicate my concurrence in the above text and that this exchange of letters constitutes an agreement between the Government of the United States and the International Sugar Organization concerning tax reimbursements which will enter into force on January 1, 1983.

Yours sincerely,

William K. Miller

William K. Miller

The Honorable John J. Louis, Jr.,
Embassy of the United States of America,
London.

INTERNATIONAL COFFEE ORGANIZATION

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of letters
Signed at London December 17, 1982;
Entered into force January 1, 1983.

The American Ambassador to the Executive Director, International Coffee Organization

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

December 17, 1982

Mr. Alexandre F. Beltrao
Executive Director
International Coffee Organization
22 Berners Street
London W1P 4DD

Dear Mr. Beltrao:

I have the honor to propose that the Government of the United States and the International Coffee Organization conclude a tax reimbursement agreement, in accordance with which reimbursements can be made by the International Coffee Organization to staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on the International Coffee Organization income as specified below. An advance payment made by the International Coffee Organization relating to the estimated tax liaibility of a staff member during a current year will be treated as reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States subject to the availability of funds, to compensate the International Coffee Organization for the expenditure it has made. This charge will cover reimbursements made by the International Coffee Organization for United States Federal income tax on the following categories of International Coffee Organization income: basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of the International Coffee Organization income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover the International Coffee Organization staff members who are paid from voluntary funds, nor tax on income from any source other than the International Coffee Organization.

The International Coffee Organization will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the International Coffee Organization after securing the written permission of the American and other staff members liable to pay Federal income tax, will provide the Department of State with a list of participating staff members and their United States social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The Government of the United States will reimburse the International Coffee Organization on the basis of a certification that reimbursements have been made by the International Coffee Organization to United States citizens or others liable to pay United States Federal income tax. The certifications will set forth the names and United States social security numbers of the staff members reimbursed. The total of the International Coffee Organization income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This agreement will enter into force January 1, 1983. It shall apply with respect to reimbursements made by the International Coffee Organization on taxes paid on the International Coffee Organization income earned in 1982 or thereafter.

This agreement may be terminated by either party, effective one year from the date on which written notice of termination is given. Both parties agree to waive the one year termination notice period, if and only if the U.S. Government enters into significantly different tax reimbursement agreements with the United Nations specialized agencies. In that event, both parties agree to terminate this agreement and renegotiate on the basis of incorporating uniformly applicable changes to this agreement reached as a result of the negotiations with the UN specialized agencies.

This agreement supersedes the agreement on reimbursement of income taxes between the Government of the United States and the International Coffee Organization signed on March 20, 1980 and March 25, 1980 respectively.[1]

The Embassy of the United States proposes that the present letter and your reply thereto will constitute an agreement between the Government of the United States and the International Coffee Organization for the purpose of regulating the reimbursement of income tax.

[1] TIAS 9739; 32 UST 929.

The Embassy of the United States avails itself of this opportunity to renew to the International Coffee Organization the assurances of its highest consideration.

Sincerely,

John J. Louis Jr.
Ambassador

The Executive Director, International Coffee Organization, to the American Ambassador

INTERNATIONAL COFFEE ORGANIZATION

22 BERNERS STREET, LONDON, W1P 4DD, ENGLAND.

ALEXANDRE F. BELTRÃO
EXECUTIVE DIRECTOR

17 December 1982

His Excellency
The Honourable John J. Louis Jr.
Ambassador of the United States
of America
Embassy of the United States
of America
Grosvenor Square
London W1A 1AE

Your Excellency,

I have the honour to acknowledge receipt of your letter of 17 December 1982 proposing a new tax reimbursement agreement between the Government of the United States and the International Coffee Organization.

In accordance with the proposed agreement "reimbursements can be made by the International Coffee Organization to staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on the International Coffee Organization income as specified below. An advance payment made by the International Coffee Organization relating to the estimated tax liability of a staff member during a current year will be treated as reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States subject to the availability of funds, to compensate the International Coffee Organization for the expenditure it has made. This charge will cover reimbursements made by the International Coffee Organization for United States Federal income tax on the following categories of International Coffee Organization income: basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of the International Coffee Organization income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover the International Coffee Organization staff members who are paid from voluntary funds, nor tax on income from any source other than the International Coffee Organization.

The International Coffee Organization will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the International Coffee Organization after securing the written permission of the American and other staff members liable to pay Federal income tax, will provide the Department of State with a list of participating staff members and their United States social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The Government of the United States will reimburse the International Coffee Organization on the basis of a certification that reimbursements have been made by the International Coffee Organization to United States citizens or others liable to pay United States Federal income tax. The certifications will set forth the names and United States social security numbers of the staff members reimbursed. The total of the International Coffee Organization income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This agreement will enter into force January 1, 1983. It shall apply with respect to reimbursements made by the International Coffee Organization on taxes paid on the International Coffee Organization income earned in 1982 or thereafter.

This agreement may be terminated by either party, effective one year from the date on which written notice of termination is given. Both parties agree to waive the one year termination notice period, if and only if the U.S. Government enters into significantly different tax reimbursement agreements with the United Nations specialized agencies. In that event, both parties agree to terminate this agreement and renegotiate on the basis of incorporating uniformly applicable changes to this agreement reached as a result of the negotiations with the UN specialized agencies.

This agreement supersedes the agreement on reimbursement of income taxes between the Government of the United States and the International Coffee Organization signed on March 20, 1980 and March 25, 1980 respectively."

I am happy to indicate the concurrence of the International Coffee Organization to the above text and to acknowledge that this exchange of letters constitutes the tax reimbursement agreement between the Government of the United States and the International Coffee Organization which will enter into force on 1 January 1983.

Please accept, Your Excellency, the assurances of my highest consideration.

Alexandre F. Beltrão

PHILIPPINES

Defense: Military Bases in the Philippines

Administrative arrangements implementing the agreement of January 7, 1979.
Signed at Manila December 8, 1982;
With related notes;
Entered into force December 8, 1982.

ADMINISTRATIVE ARRANGEMENTS FOR THE PERFORMANCE OF CUSTOMS, IMMIGRATION AND QUARANTINE FUNCTIONS AT UNITED STATES FACILITIES AT CLARK AIR BASE AND SUBIC NAVAL BASE IN THE REPUBLIC OF THE PHILIPPINES

SECTION I

Authority and Purpose

In order to implement paragraph 9 of annex III of the exchange of notes of 7 January 1979, [1] amending the agreement between the United States of America and the Republic of the Philippines concerning military bases of 14 March 1947, [2] the Chief of Staff of the Armed Forces of the Philippines, in his capacity as base commander at Clark Air Base and Subic Naval Base, and the representative to the Philippines of the Commander in Chief of the United States Pacific Forces, for and in behalf of the United States Facility commanders in both bases, have agreed upon the following administrative arrangements for the performance of customs, immigration and quarantine functions in United States Facilities on Clark Air Base and Subic Naval Base in the Philippines (hereinafter referred to as United States Facilities).

SECTION II

Definition of Terms

1. Classified cargo—Official information or matter in any form which is clearly marked with a designated security classification or by accompanying documents indicating that it requires protection in the interest of the national security of the United States.

2. In-transit cargo—That cargo temporarily off-loaded at the United States Facilities for later onward movement to another port outside of the Republic of the Philippines. This cargo will be contained within designated areas at the United States Facilities and in no case allowed to enter the customs territory of the Republic of the Philippines outside of those designated areas.

3. Official United States mail—(a) United States Government franked mail, (b) other mail addressed to a United States Government organization, and (c) other mail addressed to a United States Government official by title only.

4. Aircraft/vessels under contract/charter with the United States Armed Forces—Those privately owned aircraft/vessels contracted/chartered by the United States Armed Forces for military purposes.

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[1] TIAS 9224; 30 UST 880.

[2] TIAS 1775; 61 Stat. 4019.

SECTION III

Representatives

The Philippine base commanders and United States Facility commanders at Clark Air Base and Subic Naval Base, or their authorized representatives, will act as the Philippine representatives and United States representatives, respectively, for Clark Air Base and Subic Naval Base, for purposes of notification and other implementation procedures pursuant to these arrangements.

SECTION IV

Limited Ports of Entry

For the implementation of these administrative arrangements, Clark Air Base and Subic Naval Base are designated limited ports of entry for customs, immigration and quarantine purposes. Vessels, aircraft, cargo and persons authorized entry into these ports shall be in accordance with the agreement between the United States of America and the Republic of the Philippines concerning military bases of 14 March 1947, as amended (hereinafter referred to as the military bases agreement), and existing bilateral arrangements.

SECTION V

Notification

The Philippine representative will be notified in advance by the United States representative of the time and place of arrivals and departures of all ships and aircraft with passenger and/or cargo embarked, entering or leaving the Republic of the Philippines through the limited ports of entry established by these arrangements.

SECTION VI

Arrival and Departure Documents

1. The following documents will be presented upon arrival of vessels:

A. All vessel commanders/masters will present a duly executed maritime declaration of health and a statement of the last port of entry of the vessel.

B. Commanders/masters of civilian vessels will present three copies of the crew list duly visaed by a Philippine consular officer. Non-visaed crew list of such vessels will be provided in three copies for customs, immigration and quarantine inspectors. However, United States public vessel commanders will present a name list of embarked civilian crew members only.

C. Civilian crew members of vessels will present the seaman's continuous discharge book, a passport or Z-card.

D. All vessel commanders/masters will present five copies of the civilian passenger list, and three copies of the manifests for cargo destined for the Philippines.

E. Three copies of in-transit cargo manifests to be provided upon request. In recognition of the sovereignty and for the protection of the security interests of both parties, the format for such manifests will include the following elements: Voyage number, date, transportation/cargo control number, commodity code or description, point of embarkation, number of pieces and weight.

2. The following documents will be presented upon arrival of aircraft:

A. All aircraft commanders will present a duly executed international general declaration of health except that the officer in command of a flight of tactical aircraft may present a single such declaration for all aircraft of the flight identifying the type and number of aircraft involved with their corresponding tail numbers.

B. Commanders of aircraft under contract with the United States Armed Forces will present five copies of the general declaration of crew list indicating position.

C. Crew members of aircraft under contract with the United States Armed Forces will present a passport and other identification, such as aircrew identification.

D. Aircraft commanders will present five copies of the passenger list and three copies of the manifests for cargo destined for the Philippines.

E. Three copies of in-transit cargo manifests to be provided upon request. In recognition of the sovereignty and for the protection of the security interests of both parties, the format for such manifests will include the following elements: Flight number, date, transportation/cargo control number, commodity code or description, point of embarkation, number of pieces and weight.

3. Members of the Armed Forces of the United States authorized entry under article XI of the military bases agreement and existing bilateral arrangements will present upon arrival and departure a valid United States Government identification card and official United States military documentation of their travel authorization. Provided, however, that members of the liberty party of visiting ships and crew members of visiting ships and aircraft will have in their possession a valid United States Government identification card; no military documentation of their travel authorization being required.

4. All other persons will present upon arrival a valid passport and a Philippine visa duly issued by the appropriate Philippine consular officer or, in lieu of a Philippine visa, permit to re-enter the Philippines. Upon departure, they will present a valid passport and exit documents, as required. Persons in transit, including medical emergency cases, are exempt from the requirements for a Philippine visa, provided they confine themselves within the United States Facility of the bases or other locations as authorized by Philippine immigration authorities acting through the Philippine representative.

5. The United States representative will ensure that all arriving and departing passengers present completed Philippine immigration arrival and departure cards.

6. All cargo entering through the limited ports of entry, except in-transit cargo, will be declared through the use of Philippine Bureau of Customs informal entry form 177 or through a computer printout format which corresponds to form 177.

7. Declaration covering United States non-military cargo, personal effects, and household goods will be in deciphered form. Substantial descriptions of such items will be provided at the time of examination. In the case of personal effects and household goods, this description shall consist of the United States Department of Defense form 1727. Military cargo will be declared in terms of commodity codes. The Philippine representative will be provided with deciphering guides indicating the noun name equivalent of each commodity code. In all cases, the cargo manifests will be among the supporting papers. Classified cargo and in-transit baggage accompanying in-transit personnel will be specially identified.

SECTION VII

Inspection and Examination Procedures

1. All vessels and aircraft entering the limited ports of entry shall comply with the international health regulations.

2. Quarantine inspection for passengers, crew, and cargos of arriving civilian vessels, and aircraft under contract with the United States Armed Forces, will be conducted in accordance with international health regulations[1] as promulgated by the World Health Organization. If an inspection of such a vessel or aircraft is undertaken, it will be done before immigration and customs clearance except for those given controlled free pratique and radio pratique.

3. The commanding officer of a military vessel or aircraft will, upon request, conduct a quarantine inspection and will certify to the Philippine representative that the vessel or aircraft is free of quarantinable diseases.

4. Inspection by Philippine officials of passengers and baggage debarked or unloaded at United States Facilities will be coordinat-

[1] TIAS 7026, 7786, 10314; 21 UST 3003; 25 UST 197; 33 UST 4453.

ed with the Philippine and United States representatives as provided for in section III of these arrangements.

5. Any person appearing in a Philippine immigration "refuse admission" list, shall be excluded on the first available carrier.

6. Persons authorized entry into the Philippines under the military bases agreement but not properly documented for entry into the limited ports of entry at Clark Air Base and Subic Naval Base shall be excluded in accordance with annex A to these arrangements. However, upon representation by the United States Facility commander, the Commissioner of Immigration and Deportation may defer exclusion under such conditions as the latter may prescribe.

7. Measures including those enumerated below will be developed and adopted to expedite the entry and exit of personnel:

A. Authorization for Philippine immigration officials at the limited ports of entry to issue exit clearance and/or special permits to re-enter the Philippines.

B. Authorization for Philippine immigration officials to allow, in meritorious cases, the billeting outside the United States Facilities of persons authorized to enter the bases in direct transit to another country of destination for a period not exceeding seventy-two hours or as the Commissioner of Immigration and Deportation may decide.

C. Filipino citizens who are dependents of United States Armed Forces personnel stationed at the United States Facilities in the Philippines can be issued exit documents at the limited ports of entry by Philippine officials thereat in cases of medical emergencies necessitating immediate evacuation for medical treatment abroad.

8. Active Duty members of the United States Armed Forces, civilian component who are United States Federal Government employees, and their dependents shall not be included in the "hold departure" roster approved by the Commissioner of Immigration and Deportation. Disposition of their cases shall be governed by article XIII of the military bases agreement.

9. The Philippine representative, in coordination with the United States representative as provided for in section III, may request the Philippine Bureau of Customs personnel to participate in base gate inspections.

10. The Philippine representative will notify the appropriate United States Facility representative of the cargo that has been selected for examination in accordance with this section. Such cargo will be identified by United States Facility personnel. The customs examination will be done at the consignee's warehouse when the container is unstuffed. Break bulk cargo or conventional cargo will be made available for examination at the appropriate staging area. Personal effects and household goods of United States forces personnel identified for examination will be inspected at the quarters

or other places of delivery. All examinations will be conducted in the presence of the cargo's owner or his agent and a representative of the United States Facility commander. Customs processing of classified cargo will consist of examining the accompanying cargo documents and in due regard for the protection of state secrets, will not include physical inspection/examination of the classified contents.

11. For those items which have been selected by the Philippine representative for examination, the United States Facility representative shall provide at least twenty-four hours in advance to the Philippine representative the place and schedule of unstuffing containers, date and place of delivery for break bulk or conventional cargo and the date and place of delivery for personal effects and household goods.

12. Philippine officials will evaluate, assess and collect from the responsible individual any import duties and taxes due on items not entitled to duty free entry under the military bases agreement or other agreements. The Philippine officials will be responsible for the collection of fees and duties, and shall provide for the safeguarding of funds or confiscated items.

13. The following principles shall be observed in the customs examination and processing of cargo imported through the limited ports of entry:

A. The international law principle of sovereign immunity of government-owned property from seizure by another sovereign shall apply in these arrangements.

B. Contraband, such as but not limited to, dangerous drugs, illegal firearms or explosives, and other non-Government property entering the Philippines which is not entitled to duty-free entry under the military bases agreement and which is improperly declared, is subject to seizure pursuant to Philippine law.

C. If a question arises as to the eligibility of non-Government property for entry into the Republic of the Philippines under the military bases agreement, the matter shall be referred to the representatives, as set forth in section III of these arrangements for resolution. In such cases the United States Facility commander shall withhold delivery of the property in question to the consignee pending résolution of its status. If it is determined that the property is not eligible for entry into the Republic of the Philippines under the military bases agreement, disposition of the property will be accomplished in the manner directed by the appropriate Philippine agency.

14. The Philippine and United States representatives will develop procedures to ensure expeditious clearance for vessels, aircraft, passengers and cargo. In the event of extraordinary situations which prevent the presence of Philippine customs, immigration and quarantine officials, clearance for vessels, aircraft, passengers

and cargo may proceed with required clearance procedures being carried out by Philippine Armed Forces personnel specially deputized for that purpose, or if requested by the Philippine representative, appropriate documentation may be collected by United States military inspectors for subsequent examination by Philippine customs, immigration and quarantine officials.

15. Personnel, ships, aircraft, and cargo transiting through the limited ports of entry established by these arrangements to other destinations will not be subject to inspection or examination. However, passengers departing or cargo removed from the transit area may be subject to inspection or examination.

16. United States Government-owned property authorized by the Philippine Government to be sold within the Philippines to entities other than tax exempt entities of the United States forces will not be released from the United States Facilities until the purchaser provides certification from appropriate Philippine customs authorities that required documentation has been completed and required customs duties, taxes and other charges have been paid whenever applicable.

SECTION VIII

Customs-Immigration-Quarantine Joint Use Areas

1. The United States Facility commanders will at no cost to the Philippine Government, designate and/or provide, with the concurrence of the base commanders, appropriate operational areas and necessary facilities for use therein, for the effective inspection, examination and processing of incoming and departing passengers and cargos for customs, immigration and quarantine purposes as a joint use area for United States military officials and Republic of the Philippines officials. Operational and maintenance expenses of these joint use areas and facilities shall be the responsibility of the United States Facility commander. Other costs incurred by the Philippine officials in connection with the performance of their functions under these arrangements shall be the responsibility of the Philippine Government.

2. Access to these joint use areas shall be by means of passes issued in accordance with the joint pass and identification agreements.

SECTION IX

Fees and Charges

1. Persons entering or departing the limited ports of entry from or to a destination outside the Republic of the Philippines, except for active duty members of the United States Armed Forces, civilian component who are United States Federal Government employees, and their dependents, shall be liable for immigration and alien registration fees.

2. Aircraft under contract with the United States Armed Forces and vessels under charter with the United States Armed Forces authorized to enter the limited ports of entry are subject to the normal and customary overtime fees, including meals and transportation allowances, in connection with the performance of customs, immigration and quarantine functions related to such aircraft and vessels.

3. Except as provided in paragraphs 1 and 2 of this section, no fees and charges shall be assessed or collected in connection with the entry or departure of personnel and carriers through the limited ports of entry.

SECTION X

Postal Material

1. Packages and parcels entering the Philippines through United States military postal offices located in the United States Facilities are subject to customs examination at the time of delivery to the addressee or consignee. Any assessment of duties and taxes shall be in accordance with paragraphs 12 and 13 of section VII. Any such examination will be accomplished with due regard to ensuring prompt delivery of mail matter.

2. First-class letter mail and official United States mail will not be subject to examination.

SECTION XI

Implementation

1. These arrangements shall be implemented under the guiding principle of full respect for Philippine sovereignty on the one hand and the assurance of unhampered United States military operations on the other.

2. The base commanders and the United States Facility commanders, or their designated representatives, shall, in the exercise of sound judgement, adopt appropriate measures that are responsive to extraordinary situations not covered by these arrangements.

3. In the event of an emergency, the provisions of these arrangements shall be the subject of consultation between the base commanders and the United States Facility commanders and may be suspended for the period of the emergency insofar as they could interfere with military operations of the bases.

SECTION XII

Duration

These arrangements shall take effect as of the date of signature. They shall remain in force until terminated or modified by mutual

agreement of the parties or until termination of the military bases agreement, which ever occurs first.

Signed this date, 8 December 1982,

FABIAN C. VER	DICKINSON M. SMITH
Fabian C. Ver	Dickinson M. Smith
General, AFP	*Rear Admiral, USN*
Chief of Staff	*Commander in Chief*
Armed Forces	*Pacific Representative,*
of the Philippines	*Philippines*

ANNEX A

An alien brought to the Philippines who is excluded shall be immediately sent back, in accommodations of the same class in which he arrived, to the country whence he came, on the same carrier bringing him, unless in the opinion of the Commissioner of Immigration immediate return is not practicable or proper. The expenses of the return of such an alien shall be borne by the owner or owners of the carrier. If the Commissioner of Immigration finds that immediate return is not practicable or proper, or if the carrier by which the excluded alien came has left the Philippines and it is impracticable for any reason to return the alien within a reasonable time by another carrier owned by the same interests, the cost of return may be paid by the Government and recovered from the owner, agent, or consignee of the carrier. Where return to the country whence the excluded alien came cannot for any reason be effected, the Commissioner of Immigration may direct the alien's removal to the country of his nativity or of which he is a national, and the cost of such removal, if removal by carrier on which he came or by another carrier owned by the same interests cannot be accomplished within a reasonable time, shall likewise be at the expense of the owners of such carrier.

[RELATED NOTES]

EMBASSY OF THE

UNITED STATES OF AMERICA

Manila, December 8, 1982

No. 702

Excellency:

I have the honor to refer to recent discussions between our Governments concerning administrative arrangements for posting of Philippine Customs, Immigration, and Quarantine officials at the U.S. Facilities located in Clark Air Base and Subic Naval Base. I note that the U.S. Facilities are to be designated as limited ports of entry/exit at the time of implementation of these administrative arrangements that have been concluded between the military representatives of our Governments.

I take note of Deputy Foreign Minister Castro's letter to me of November 11, 1982 confirming that, as of the time of implementation of these administrative arrangements, the Republic of the Philippines will no longer require that diplomatic clearance be obtained from the Ministry of Foreign Affairs for U.S. Military Airlift Command (MAC) contract aircraft flights arriving at Clark and Subic bases.

His Excellency
Carlos P. Romulo,
Minister for Foreign Affairs,
Manila

I note further that U.S. Embassy Note No. 683 of November 11, 1982 and Republic of the Philippines Foreign Ministry Note No. 82-4365 of December 2, 1982 define the categories of personnel which will be permitted to enter or exit the Republic of the Philippines through Clark and Subic bases. [1]

In view of the agreement reached on the Customs, Immigration and Quarantine administrative arrangements, together with the letter setting forth agreed arrangements for MAC contract flights and our exchange of Notes defining categories of personnel who may utilize the limited ports of entry at Clark and Subic bases, I have the honor to propose that this Note, together with your Note in reply, shall serve to acknowledge the entry into force of the Agreement on Customs, Immigration, and Quarantine arrangements at the limited ports of entry which was signed today by the Chief of Staff of the Armed Forces of the Philippines, in his capacity as Base Commander at Clark Air Base and Subic Naval Base, and the Representative to the Philippines of the Commander in Chief of the United States Pacific Forces, for and in behalf of the United States Facility Commanders in both bases.

Accept, Excellency, renewed assurances of my highest consideration.

Michael H. Armacost
Ambassador Extraordinary
and Plenipotentiary

[1] Not printed.

Manila, 8 December 1982

Excellency:

I have the honor to refer to your note No. 702, dated 8 December 1982, the pertinent portion of which reads as follows:

"I have the honor to refer to recent discussions between our Governments concerning administrative arrangements for posting of Philippine Customs, Immigration, and Quarantine officials at the U.S. Facilities located in Clark Air Base and Subic Naval Base. I note that the U.S. Facilities are to be designated as limited ports of entry/exit at the time of implementation of these administrative arrangements that have been concluded between the military representatives of our Governments.

"I take note of Deputy Foreign Minister Castro's letter to me of November 11, 1982 confirming that, as of the time of implementation of these administrative arrangements, the Republic of the Philippines will no longer require that diplomatic clearance be obtained from the Ministry of Foreign Affairs for U.S. Military Airlift Command (MAC) contract aircraft flights arriving at Clark and Subic bases.

"I note further that U.S. Embassy Note No. 683 of November 11, 1982 and Republic of the Philippines Foreign Ministry Note No. 82-4365 of December 2, 1982 define the categories of personnel which will be permitted to enter or exit the Republic of the Philippines through Clark and Subic bases.

"In view of the agreement reached on the Customs, Immigration and Quarantine administrative arrangements, together with the letter setting forth agreed arrangements for MAC contract flights and our exchange of Notes

His Excellency
Michael H. Armacost
Ambassador Extraordinary and
Plenipotentiary of the
United States of America
M a n i l a

defining categories of personnel who may utilize the limited ports of entry at Clark and Subic bases, I have the honor to propose that this Note, together with your Note in reply, shall serve to acknowledge the entry into force of the Agreement on Customs, Immigration, and Quarantine arrangements at the limited ports of entry which was signed today by the Chief of Staff of the Armed Forces of the Philippines, in his capacity as Base Commander at Clark Air Base and Subic Naval Base, and the Representative to the Philippines of the Commander in Chief of the United States Pacific Forces, for and in behalf of the United States Facility Commanders in both bases."

I have the honor to inform your Excellency that the Ministry concurs in your above-mentioned proposal. Accordingly, your Note and this reply shall serve to acknowledge the entry into force of the Agreement on Customs, Immigration and Quarantine arrangements at the limited ports of entry which was signed today by the Chief of Staff, AFP, and the Representative to the Philippines of the Commander in Chief of the United States Pacific Forces.

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

[1]
Minister for Foreign Affairs

[1] Carlos P. Romulo.

ARGENTINA

Remote Sensing: Landsat System

Memorandum of understanding signed at Washington and Buenos Aires August 6 and October 7, 1976;
Entered into force October 7, 1976.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COMISION NACIONAL DE INVESTIGACIONES ESPACIALES, ARGENTINA (CNIE)

AND THE

UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

1. The purposes of this agreement are to set forth the responsibilities of the parties and the procedures for providing for (a) direct access, by a ground station to be built and operated in Argentina by CNIE to NASA Landsat-1 and Landsat-2 satellite data and to the data from any future Landsat experimental satellites which NASA may launch, and (b) availability to NASA of data acquired by the station established pursuant to (a) above, subject to the provisions which follow.

2. For its part, CNIE will use its best efforts to:

(a) Develop and operate a ground station facility at Mar Chiquita, Argentina for acquisition and processing of Landsat data as well as other non-space data of interest to CNIE entirely at its own cost, including the cost of the necessary communication links with the NASA Landsat Operations Control Center/NASA Data Processing Facility (OCC/NDPF) at the Goddard Space Flight Center.

(b) Provide during Phase B, as described below, processed data (imagery and digital products) to Landsat Principal Investigators duly selected by NASA whose test sites are in range of the Mar Chiquita data acquisition station for the period of coverage promised to them and under the same conditions as NASA provides data to Principal Investigators. Should another country in the region operate Landsat facilities, CNIE's obligation to provide data to Principal Investigators in that country will terminate as soon as these facilities are capable of providing this service. CNIE will continue to serve Principal Investigators in countries within range of the Mar Chiquita station which do not operate Landsat facilities unless and until alternative arrangements are concluded.

(c) Provide, to the best of its ability, any support requested by NASA in a spacecraft emergency condition, such as the provision of duplicate station tapes (or high density digital tapes) should the on-board tape recorders fail.

(d) Provide semi-annual reports in English to NASA on the progress and results of CNIE's experimental program with respect especially to the ability to apply data and analyses obtained to real-time decision making, and the principal applications made.

(e) Make available to NASA, on a cost-free basis and in the NASA-preferred format (negative imagery format with identifying annotation) such copies of the Landsat data it acquires and processes as NASA may request in reasonable quantities (plus any support required in emergency conditions as noted in paragraph 2(c) above). These data provided to NASA by CNIE may be made available, as required, to the public through US sources on precisely the same terms as data acquired directly by NASA. These provisions apply as well to selected duplicate computer compatible tapes. Public requests for data from the area covered by the Mar Chiquita station will be referred as appropriate to CNIE or to other regional facilities which may be established in the area. Coordination among such facilities is expected in accordance with paragraph 7 below.

(f) Include as output data from the Mar Chiquita station computer compatible tapes and 70 mm or 9 inch roll film.

3. For its part, NASA will use its best efforts to:

(a) Program Landsat-1, Landsat-2 and any subsequent experimental Landsat-type satellites to acquire data of areas accessible for direct read-out by the Mar Chiquita station. The frequency of such programming will be subject to mutual agreement by the Project Managers (see paragraph 5, below). It will be limited to test purposes in Phase A and expanded as agreed in Phase B.

(b) Provide to CNIE orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat spacecraft transmitted signal and for use in processing the data acquired.

(c) Process, on a time-available basis and as may be agreed by the Project Managers, a limited number of data tapes acquired by the Mar Chiquita station in Phase A for initial evaluation and calibration of the station's performance.

(d) Provide, during Phase A, Landsat data to any NASA-selected Argentine Principal Investigators to the extent of the time-coverage promised for them.

(e) Make available, for comparison purposes, a limited number of selected NASA data tapes covering portions of the area accessible to the Mar Chiquita station.

(f) Keep CNIE informed of other prospective Landsat ground station facilities in the area so that regional coordination can be effected.

4. The course of the project will be divided into two phases. Phase A is for the test and checkout of the Mar Chiquita station. Phase B is for the following period of routine data acquisition and processing either at Mar Chiquita or at similar facilities established in the region. Phase A will begin when the Project Managers agree on the readiness of the technical and operational interface required to carry out the project and on a schedule for accomplishing Phases A and B. Phase A will be concluded and Phase B begun by mutual agreement of the Project Managers.

5. To implement the agreement, CNIE and NASA will each designate Project Managers to be responsible for coordinating the agreed functions and responsibilities of each side with the other. The Project Managers, or their representatives, will participate in meetings of the Landsat Ground Station Operations Working Group which serves as a forum for exchange of technical information among station operators. Supplemental meetings between CNIE and NASA will be held as mutually agreed.

6. The following additional understandings are confirmed:

(a) CNIE will resolve any radio frequency difficulties in the region to the satisfaction of the parties concerned so this cooperation can proceed without difficulty.

(b) The responsibility for spacecraft control, health and status will remain with NASA throughout the program.

(c) This agreement assures CNIE access to the Landsat-type satellites without charge for a period of six months from the date the Mar Chiquita station begins to acquire Landsat data. CNIE will thereafter share the cost of the Landsat space segment at the rate of $200,000 per station per year payable quarterly at the end of each quarter. This rate is expected to remain in effect until January 1, 1979 after which NASA may, after consultation with operating agencies, revise the rate.

(d) It is understood at this stage that NASA cannot make a firm commitment regarding the launching of future Landsat-type satellites.

(e) Decisions taken by the International Telecommunications Union require that radio frequencies for future operational Landsat-type satellites will differ from those currently used for experimental satellites.

(f) For the purposes of this agreement it is understood that CNIE and other Argentine government agencies participating in the program will pursue a policy of dissemination of Landsat data comparable to the dissemination policy maintained by NASA and the other US agencies participating in the program. CNIE will thus ensure unrestricted public availability of all earth resources satellite data of areas within range of the Mar Chiquita ground station at a fair and reasonable charge, and will provide processed Landsat data required by Principal Investigators who are selected under the NASA Landsat Investigations Program and whose test sites are in range of Mar Chiquita ground station.

(g) Catalog listings of Landsat data processed by the Mar Chiquita station as well as ground station tape recorder logs will be provided to NASA on a monthly basis. Catalog listings will also be provided to agencies in other countries which are operating Landsat ground stations.

(h) Training and exchange of technical personnel will take place as mutually agreed.

(i) CNIE and NASA will freely share and exchange technical information as mutually agreed and consistent with the export regulations of the two countries.

(j) It is understood that this project is experimental in character and subject to change in accordance with changes in technical requirements and opportunities.

(k) CNIE and NASA may each release general information to the public regarding the conduct of their own portion of the project as desired and, insofar as participation of the other agency is concerned, after suitable coordination.

(l) CNIE and NASA will assure that the project is appropriately recorded in still and motion picture photography and that the photography is made available to the other agency upon request for public information purposes.

(m) It is understood that the ability of the CNIE and NASA to carry out the responsibilities of this agreement is subject to the availability of appropriated funds.

(n) It is understood that construction of the Mar Chiquita ground station will be underway within fifteen months of the signing of this agreement. In the event that construction of the Mar Chiquita station is not underway within fifteen months of the signing of this agreement, NASA, after consultation with CNIE, shall have the option to terminate its responsibilities under this agreement.

(o) Copies of any agreements signed by CNIE concerning sale of Landsat data from the Mar Chiquita ground station shall be made available to NASA upon request and shall be consistent with NASA's open data dissemination policy.

7. Implementation of NASA's obligations as set forth in this agreement is contingent upon the following: (a) confirmation by CNIE that it has discussed its plans with countries operating or planning to operate Landsat ground stations having coverage areas which would overlap with the Mar Chiquita ground station and (b) in the case of Brazil where a Landsat station is already in operation, confirmation by the appropriate Argentine and Brazilian agencies that a satisfactory understanding has been reached regarding responses to requests for data of the overlapping coverage area. In the event that after a reasonable period, a mutually acceptable understanding has not been reached between the appropriate Argentine and Brazilian agencies, NASA reserves the right to review the requirements of this paragraph.

8. This agreement shall be subject to review by the two governments at any time following acceptance by both governments of a future multilateral instrument in the form of guidelines, principles or agreements dealing with the same substantive matters.

9. This Memorandum of Understanding shall enter into force upon signature by CNIE and NASA and shall continue in force for four years, subject to extension as may be agreed by CNIE and NASA.

For the Comision Nacional de Investigaciones Espaciales, Argentina (CNIE)

Comodoro Miguel Sanchez Peña
Presidente De La C.N.I.E.

7 de Octubre de 1976
Date

For the National Aeronautics and Space Administration

James C. Fletcher
Administrator

Aug. 6, 1976
Date

ARGENTINA

Remote Sensing: Landsat System

Memorandum of understanding signed at Buenos Aires April 6, 1981,
Entered into force April 6, 1981.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
COMISION NACIONAL DE INVESTIGACIONES
ESPACIALES, ARGENTINA (CNIE)
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA)

The United States National Aeronautics and Space Administration (NASA), which conducts an experimental Landsat program and, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and the Comision Nacional de Investigaciones Espaciales (CNIE) which operates a station to receive, process, archive and disseminate Landsat data, have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions and in renewal of a similar Memorandum of Understanding concluded October 7, 1976, provides for (a) direct reception of data from NASA's currently operating and potential future experimental Landsat satellites by the CNIE ground station and (b) availability to NASA and others of Landsat data acquired by this CNIE station.

1. For its part, CNIE will :

(a) set up and operate a ground station at Mar Chiquita for the reception and facilities at Buenos Aires for processing, archiving and dissemination of Landsat data at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center at the Goddard Space Flight Center, Greenbelt, Maryland;

(b) produce Landsat computer compatible tapes and image products;

(c) ensure, in conformance with US Landsat data dissemination practices, unrestricted public availability of all Landsat data receivable by the CNIE ground station, within limits of its operational capabilities, at a fair and reasonable charge, and in a non-discriminatory manner. Copies of any agreements signed by CNIE concerning the sale of Landsat data from the CNIE ground station shall be made available to NASA upon request and shall be consistent with the above provisions;

(d) if and when NASA selects Principal Investigators for research activities involving data from the CNIE ground station, ensure the provision of processed Landsat data (imagery and digital products) to those principal investigators whose test sites are within range of that station for the period of coverage envisaged and under the same terms and conditions as NASA applies;

(e) provide to NASA reasonable support requested by NASA during a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should NASA have problems with data transmission;

(f) provide, at no charge to NASA and the US EROS Data Center, monthly catalog listings in an agreed format of all the Landsat data acquired by the CNIE ground station. These catalog listings will also be made publicly available through the US EROS Data Center;

(g) make available to NASA for US Government experimental purposes, on a cost-free basis, on request, reasonable quantities of specified processed or unprocessed Landsat data including the original station tapes acquired by the CNIE station.

2. For its part, NASA will:

(a) program, as requested, the Landsat Multispectral Scanner, Return Beam Vidicon and Thematic Mapper instruments within the technical parameters of the satellite system for coverage of the area within the acquisition radius of the CNIE ground station and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the designated technical representatives;

(b) provide the CNIE ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signal, and for processing the data acquired;

(c) process, on a time-available basis and as agreed by the designated technical representatives, a limited number of CNIE data tapes for initial evaluation and calibration of the Mar Chiquita station's performance. CNIE will ensure that such data tapes are fully compatible with NASA's data processing equipment and related software;

(d) make available, if possible, to CNIE for comparison purposes, a limited amount of Landsat data acquired by NASA covering selected portions of the Mar Chiquita stations's coverage zone.

3. CNIE and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, or their deputies and advisors by mutual agreement, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets at least once per year and serves as a forum for exchange of technical information among station operators. Supplemental meetings between CNIE and NASA will be held by mutual agreement.

4. The following additional understandings are confirmed:

(a) CNIE, in conjunction with other Argentine agencies. will use its best efforts to ensure that any radio frequency problem occurring in relation to Landsat data reception by the Mar Chiquita station is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat spacecraft raised by parties in third countries will be referred to the US Government and NASA for reply. NASA plans to use the following frequencies for sensor data transmissions from the Landsat-D spacecraft:

Multispectral Scanner -- S-Band (2200-2300 MHz) and X-Band (8025-8400 MHz).
Thematic Mapper -- X-Band (8025-8400 MHz).

(b) When the expected coverage of a prospective Landsat ground station overlaps with that of the Mar Chiquita station, NASA will inform CNIE and will advise the prospective station operator of this CNIE/NASA Memorandum of Understanding which provides for the unrestricted public availability of data acquired of areas within range of the Mar Chiquita station at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and CNIE to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(c) The US EROS Data Center will include with all responses to requests for Landsat data acquired in the Mar Chiquita station's coverage zone, a statement noting that the Mar Chiquita station should have available more recent and/or more complete data. In the event that the EROS Data Center receives requests for specific Landsat scenes, products, or specific information on their holdings, EROS will supply the data and/or information requested.

(d) NASA and CNIE may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(e) NASA and CNIE will exchange, upon request, such technical information as is mutually agreed to be necessary for the implementation of this Memorandum of Understanding, and is consistent with the export regulations of the two countries.

(f) The responsibility for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(g) The NASA Landsat program is experimental in character and is subject to change in accordance with modifications in technical requirements and opportunities. NASA, however, undertakes to keep CNIE informed in good time of any modification to the current satellites or plans for future experimental Landsat satellites which may affect the implementation of this Memorandum of Understanding.

(h) The ability of CNIE and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

(i) The U.S. has begun planning for an operational land remote sensing satellite system which, when approved, is expected to follow the current NASA experimental Landsat program. The National Oceanic and Atmospheric Administration (NOAA) has been assigned the responsibility of planning and eventually managing this operational system. NOAA will keep Landsat ground station operators informed of its plans for initiation of the operational phase and for direct reception of operational sensor data under suitable arrangements. It is understood that NOAA plans to conclude agreements with foreign government agencies for direct reception by foreign ground stations prior to the initiation of the U.S. operational land remote sensing satellite system.

5. In consideration of the costs NASA is bearing for the Landsat space segment, CNIE will pay to NASA the sum of $200,000 per annum beginning six months after the date the Mar Chiquita station begins to acquire Landsat data. CNIE will pay this sum in quarterly installments at the end of each quarter. After January 1, 1982, NASA may, after consultation with foreign ground station operators agencies, revise the rate and the arrangements. Such revised financial arrangements will be applied to all non-US Landsat stations on an equitable basis.

6. This Memorandum of Understanding shall enter into force upon signature by both parties and continue in force until September 30, 1983. It may be extended by mutual agreement of the parties should NASA's experimental Landsat program extend beyond that date.

[1]

For the Comision Nacional de Investigaciones Espaciales, Argentina

Date

[2]

For the U.S. National Aeronautics and Space Administration

Date

[1] Miguel Sanchez Peña.
[2] Clifton G. Metzner, Jr.

SOUTH AFRICA

Remote Sensing: Landsat System

Memorandum of understanding signed at Washington and Pretoria August 18 and September 15, 1980;
Entered into force September 15, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH AFRICAN COUNCIL FOR SCIENTIFIC
AND INDUSTRIAL RESEARCH (CSIR)
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
(NASA)

The United States National Aeronautics and Space Administration (NASA), which conducts an experimental Landsat program and, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and the South African Council for Scientific and Industrial Research (CSIR) which plans to establish a station to receive, process, archive and disseminate Landsat data, have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions, provides for (a) direct reception of data from NASA's currently operating and potential future experimental Landsat satellites by CSIR's ground station, the Satellite Remote Sensing Centre (SRSC) at Hartebeesthoek and (b) availability to NASA and others of Landsat data acquired by this CSIR station.

1. For its part, CSIR will:

(a) set up and operate a ground station at Hartebeesthoek for the reception and facilities for processing, archiving and dissemination of Landsat data at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center at the Goddard Space Flight Center, Greenbelt, Maryland;

(b) produce Landsat computer compatible tapes and image products;

(c) ensure, in conformance with US Landsat data dissemination practices, unrestricted public availability of all Landsat data receivable by the SRSC ground station at a fair and reasonable charge, and in a non-discriminatory manner. Copies of any agreements signed by CSIR concerning the sale of Landsat data from the SRSC shall be made available to NASA upon request and shall be consistent with the above provisions;

(d) if and when NASA selects Principal Investigators for research activities involving data from the SRSC ground station, ensure the provision of processed Landsat data (imagery and digital products) to those principal investigators whose test sites are within range of that station for the period of coverage envisaged and under the same terms and conditions as NASA applies.

(e) provide to NASA reasonable support requested by NASA during a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should NASA have problems with data transmission.

(f) provide, at no charge to NASA and the US EROS Data Center, monthly catalog listings in an agreed format of all the Landsat data acquired by the SRSC. These catalog listings will also be made publicly available through the US EROS Data Center;

(g) make available to NASA for US Government experimental purposes, on a cost-free basis, on request, reasonable quantities of specified processed or unprocessed Landsat data including the original station tapes acquired by the SRSC.

2. For its part, NASA will:

(a) program, as requested, the Landsat Multispectral Scanner, Return Beam Vidicon and Thematic Mapper instruments within the technical parameters of the satellite system for coverage of the area within the acquisition radius of the SRSC antenna and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the Project Managers.

(b) provide the SRSC with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signal, and for processing the data acquired;

(c) process, on a time-available basis and as agreed by the designated technical representatives, a limited number of CSIR data tapes for initial evaluation and calibration of the SRSC station's performance. CSIR will ensure that such data tapes are fully compatible with NASA's data processing equipment and related software;

(d) make available to CSIR for comparison purposes, a limited amount of Landsat data acquired by NASA covering selected portions of the SRSC's stations's coverage zone.

3. CSIR and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, or their deputies and advisors by mutual agreement, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets every six months and serves as a forum for exchange of technical information among station operators. Supplemental meetings between CSIR and NASA will be held by mutual agreement.

4. The following additional understandings are confirmed:

(a) CSIR, in conjunction with other South African Government agencies, will use its best efforts to ensure that any radio frequency problem occurring in relation to Landsat data reception by the SRSC is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat spacecraft raised by parties in third countries will be referred to the US Government and NASA for reply. NASA plans to use the following frequencies for sensor data transmissions from the Landsat-D spacecraft:

Multispectral Scanner -- S-Band (2200-2300 MHz) and X-Band (8025-8400 MHz).

Thematic Mapper -- X-Band (8025-8400 MHz).

(b) The NASA Landsat program is experimental in character and is subject to change in accordance with modifications in technical requirements and opportunities. NASA, however, undertakes to keep CSIR informed in good time of any modifications to the current satellites or plans for future experimental Landsat satellites which may affect the implementation of this Memorandum of Understanding.

(c) The U.S. has begun planning for an operational land remote sensing satellite system which, when approved, is expected to follow the current NASA experimental Landsat program. The National Oceanic and Atmospheric Administration (NOAA) has been assigned the responsibility of planning and eventually managing this operational system. NOAA will keep

Landsat ground station operators informed of its plans for initiation of the operational phase and for direct reception of operational sensor data under suitable arrangements. It is understood that NOAA plans to conclude agreements with foreign government agencies for direct reception by foreign ground stations prior to the outset of a U.S. operational land remote sensing satellite system.

(d) NASA and CSIR will exchange, upon request, such technical information as is mutually agreed to be necessary for the implementation of this Memorandum of Understanding, and is consistent with the export regulations of the two countries.

(e) NASA and CSIR may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(f) It is understood that construction on the SRSC will be underway within fifteen months of the signing of this agreement. In the event that construction of the SRSC is not underway within fifteen months of the signing of this agreement, NASA, after consultation with CSIR, shall have the option to terminate its activities under this agreement.

(g) The responsiblity for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(h) When the expected coverage of a prospective Landsat ground station overlaps with that of the SRSC, NASA will inform CSIR and will advise the prospective station operator of this CSIR/NASA Memorandum of Understanding which provides for the unrestricted public availability of data acquired of areas within range of the SRSC Antenna at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and CSIR to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(i) The US EROS Data Center will include with all responses to requests for Landsat data acquired in

the SRSC station's coverage zone, a statement noting that the SRSC station should have available more recent and/or more complete data. In the event that the EROS Data Center receives requests for specific Landsat scenes, products, or specific information on their holdings, EROS will supply the data and/or information requested.

(j) The ability of CSIR and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

5. In consideration of the costs NASA is bearing for the Landsat space segment, CSIR will pay to NASA the sum of $200,000 per annum beginning six months after the date the SRSC station begins to acquire Landsat data. CSIR will pay this sum in quarterly installments at the end of each quarter. After January 1, 1981, NASA may, after consultation with foreign ground station operators agencies, revise the rate and the arrangements. Such revised financial arrangements will be applied to all non-US Landsat stations on an equitable basis.

6. This Memorandum of Understanding shall enter into force after signature by both parties and continue in force until September 30, 1983. It may thereafter be extended by mutual agreement of the parties should NASA's experimental Landsat program extend beyond that date.

C. F. Garbers [1]

For the South African Council for Scientific and Industrial Research

15/9/1980
Date

[2]

For the United States National Aeronautics and Space Administration

18 Aug 1980
Date

[1] C. F. Garbers.
[2] Robert Frosch.

SPAIN

Defense: Friendship, Defense and Cooperation

Agreement, with complementary agreements and related notes signed at Madrid July 2, 1982;
Entered into force May 14, 1983.
With protocol signed at Madrid February 24, 1983.

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Spanish text 4080

Complementary Agreement Three
Cooperation in Defense Support:

English text 3966
Spanish text 4126

Complementary Agreement Four
Defense Industrial Cooperation:

English text 3971
Spanish text 4129

Complementary Agreement Five
Status of U.S. Forces in Spain:

English text 3999
Spanish text 4148

Complementary Agreement Six
Status of Spanish Forces in the U.S.:

English text 4049
Spanish text 4181

Complementary Agreement Seven
Scientific, Technological, Cultural, Educational and Economic Cooperation:

English text 4057
Spanish text 4187

Related Notes 4196

Protocol:

English text 4224
Spanish text 4226

AGREEMENT ON FRIENDSHIP, DEFENSE AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF SPAIN

PREAMBLE

The United States of America and the Kingdom of Spain, States party to the North Atlantic Treaty,[1]

Desiring to renew and strengthen the ties of friendship and cooperation which traditionally link their two peoples;

United by a common ideal of freedom, which includes the principles of democracy, defense of human rights, justice and social progress, values which are the basis of the western world to which both nations belong;

Affirm that this cooperation is based on full respect for the equal sovereignty of each country, and that this cooperation involves mutual obligations and a fair distribution of the burdens of defense;

[1] Signed Apr. 4, 1949. TIAS 1964, 2390, 3428, 10564; 63 Stat. 2241; 3 UST 43; 6 UST 5707; *ante*, 3509.

Recognize that the security and full territorial integrity of both the United States and Spain are directly related to the common security of the West;

Express their desire to increase their cooperation for the maintenance of the political independence, full territorial integrity, and democratic systems of their respective countries, all of which are necessary for the common security, as well as for the promotion of the well-being of their peoples;

State their conviction that the recognition of these principles and this cooperation contribute to the maintenance of world peace and security in accordance with the principles and objectives of the charter of the United Nations,[1] and are consistent with the North Atlantic Treaty;

Reaffirm their determination to fulfill their obligations, both bilaterally and within the scope of the North Atlantic Treaty, to promote security and cooperation and to increase their defensive military capability;

agree as follows:

[1] Signed June 26, 1945. TS 993; 59 Stat. 1031; 3 Bevans 1153.

ARTICLE ONE

1.1 The Parties shall maintain and develop their friendship, solidarity, and cooperation both bilaterally and within the framework of their participation in the North Atlantic Treaty in pursuit of the ideals, principles, and objectives set forth in the Preamble to this Agreement.

1.2 To this end, both Parties shall promote their cooperation in the common defense, as well as their economic, scientific, and cultural cooperation. Both Parties shall inform each other, as necessary, of the actions which they may take for the attainment of these objectives and shall consult together on others which they may adopt, jointly or separately, to the same end.

1.3 For these purposes, the United States-Spanish Council is established, which shall meet at least semiannually. The chairmen shall be the Secretary of State of the United States of America and the Minister of Foreign Affairs of Spain. The organization and the specific powers of the Council shall be set forth in Complementary Agreement One.

ARTICLE TWO

2.1 Both Parties reaffirm that the maintenance of their respective security and full territorial integrity and the continuation of a strong defense relationship between them serve their common interest, contribute to the defense of the West, and assist in the maintenance and development of their individual and collective capacity to resist armed attack.

2.2 To this end, Spain grants to the United States of America the use of operational and support installations and grants authorizations for use of Spanish territory, territorial sea and airspace for purposes within the bilateral or multilateral scope of this Agreement. Any use beyond these purposes will require the prior authorization of the Government of Spain. The foregoing authorizations shall be carried out in accordance with Complementary Agreement Two.

2.3 For its part, the United States of America will use its best efforts to contribute to the strengthening of the Spanish Armed Forces by providing Spain, for the period of validity of the Agreement, with defense equipment, services, and training in accordance with such programs as may be agreed. Cooperation in this field shall be carried out in accordance with Complementary Agreement Three.

ARTICLE THREE

Both Parties recognize the importance of industrial and technological cooperation in the military field for the strengthening of the common defense and agree to cooperate in accordance with Complementary Agreement Four.

ARTICLE FOUR

The Status of the Armed Forces of each of the Parties which, in order to implement the provisions of this Agreement, carry out their activities in the territory of the other Party, shall be regulated by the provisions of the NATO Status of Forces Agreement[1] and by Complementary Agreements Five and Six.

[1] Signed June 19, 1951. TIAS 2846; 4 UST 1792.

ARTICLE FIVE

5.1 Both Parties, convinced of the usefulness of cooperating to benefit the well-being of their peoples and to strengthen their economic cooperation, undertake:

5.1.1 To promote their economic development, to expand opportunities for trade in a balanced way, and to develop other aspects of their economic relations to the benefit of both countries;

5.1.2 To intensify scientific and technological cooperation, especially in those areas of applied research and technology most important to the economic development and modernization of both countries;

5.1.3 To expand their cooperation in the areas of culture and education.

5.2 Cooperation in these areas shall be carried out in accordance with Complementary Agreement Seven.

ARTICLE SIX

6.1 This Agreement and its Complementary Agreements shall enter into force upon written communication between the Parties that they have satisfied their respective constitutional requirements.[1]

6.2 The duration of this Agreement and its Complementary Agreements shall be five years. They shall be extended for periods of one year, unless one of the Parties notifies the other in writing, at least six months prior to the end of the initial five-year term or of any subsequent one-year term, of its intent to the contrary.

6.3 The Parties may initiate negotiations for possible revision or modification of this Agreement and its Complementary Agreements. Such agreed revisions or modifications shall enter into force upon written communication by the Parties to each other that they have satisfied their respective constitutional requirements.

6.4 Should disagreement arise concerning the interpretation, implementation or compliance with the provisions of this Agreement or its Complementary Agreements, the Parties shall begin consultations immediately. Should the matter not be resolved within a period of twelve months, either Party may terminate this Agreement effective six months from the date of written notice of such termination.

[1] May 14, 1983.

6.5 In the event of termination of this Agreement and its Complementary Agreements pursuant to the provisions of this Article, a period of one year from the effective date of such termination is provided for the United States to withdraw its personnel and removable property located in Spain. Until such withdrawal is complete, all rights, privileges and obligations of both Parties deriving from this Agreement and its Complementary Agreements shall remain in effect.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and the Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman [1]

[SEAL]

FOR THE KINGDOM OF SPAIN:

J. P. R. Llorca. [2]

[SEAL]

[1] Terence A. Todman.
[2] J. P. P. Llorca.

COMPLEMENTARY AGREEMENT ONE

United States-Spanish Council

ARTICLE 1

The United States-Spanish Council shall be responsible for overseeing the implementation of the Agreement on Friendship, Defense and Cooperation. It shall review the cooperation under the Agreement; examine any problems which may arise as well as measures for their solution; consider appropriate steps to improve United States-Spanish cooperation in the fields encompassed by the Agreement and in any other field of interest to the Parties; and submit to the two Governments such findings and recommendations as may be agreed. Likewise, it shall be responsible for carrying out the consultations provided for in Article 5 of Complementary Agreement Two.

ARTICLE 2

2.1 The Council shall be chaired by the United States Secretary of State and the Minister of Foreign Affairs of Spain and shall meet at least semiannually. Each chairman shall have a deputy to act as permanent representative to the Council and assure its functioning in the absence of the Chairman. The United States deputy will be the United States Ambassador to Spain and the Spanish deputy will be the Secretary of State for Foreign Affairs.

2.2 The two Parties shall designate such representatives or advisors to the Council as they deem appropriate, taking into account the different subjects which may arise and their respective internal procedures.

2.3 The Chairmen may invite to Council meetings such representatives and advisors as they deem appropriate, taking into account the nature of the various matters that may be brought before the Council.

ARTICLE 3

A Joint Military Committee shall be established, under the Council, to be chaired by the Chairmen of the respective Joint Chiefs of Staff of the United States and Spain or by their designated representatives. This Committee, which shall meet semiannually, shall maintain the necessary coordination between the two Joint Staffs and shall ensure greater efficiency in reciprocal defense support between the two countries.

ARTICLE 4

4.1 There shall also be established the following additional committees of the Council:

4.1.1 The Joint Committee for Politico-Military Administrative Affairs.

4.1.2 The Joint Committee for Defense Industrial Cooperation.

4.1.3 The Joint Economic Committee.

4.1.4 The Joint Committee for Scientific and Technological Cooperation.

4.1.5 The Joint Committee for Educational and Cultural Affairs.

4.2. The Joint Committee for Politico-Military Administrative Affairs shall consist of a dual military and diplomatic Co-Chairmanship for each Party and shall have the function of assuring the necessary coordination between the two Governments as well as resolving such issues as may arise as a result of the application of Complementary Agreements Two and Five and their Annexes.

The organization and operation of the Committee will be developed with a view to dealing effectively and expeditiously with the problems which may arise, to promoting the direct contact between military and civilian officials of both Parties appropriate to these ends, and finally, to fostering the maximum cooperation in all matters of mutual concern.

4.3 The Joint Committee for Politico-Military Administrative Affairs and the other joint committees mentioned in this Article, the composition of which shall be determined by the Parties, shall promote cooperation in their respective areas of competence in the broadest possible manner, study solutions for any problems which may arise, report to the Council regularly on matters raised and solutions adopted, and submit appropriate recommendations to the Council.

ARTICLE 5

The Council shall be assisted by a Permanent Secretariat under the direction of a United States Secretary and a Spanish Secretary, with staff as agreed.

ARTICLE 6

6.1 The Council shall have its headquarters in Madrid. The Spanish Government shall provide appropriate premises.

6.2 As Spain is the headquarters of the Council, the administrative costs for the organization of the meetings of the Council and its subordinate organizations shall be covered by the Spanish Government. The recurring administrative expenses of the Council, including the salaries of personnel it hires, shall be shared equally. Each Party shall defray the costs of its own participation in the Council, including the salaries of its own Secretariat members.

6.3 The members, representatives, and advisors of each of the Parties in the sessions of the Council or of its subordinate organizations shall enjoy diplomatic privileges and immunities while in the territory of the other Party.

ARTICLE 7

This Agreement will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Morca.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs)

and Authorizations

ARTICLE 1

1.1 Pursuant to the provisions of Article Two of the Agreement on Friendship, Defense and Cooperation, Spain grants to the United States, for military purposes, the use and maintenance of operational and support installations (hereinafter known as IDAs) in the bases and establishments listed in Annex 2 of this Complementary Agreement. Such use and maintenance shall be carried out in accordance with the provisions of Annex 3 of this Complementary Agreement.

1.2 Also pursuant to the provisions of Article Two, Spain grants to the United States, for military purposes, in accordance with Annexes 4 and 5 of this Complementary Agreement, authorizations for use of Spanish territory, territorial sea and airspace as well as other Spanish installations.

1.3 The general description and purposes of the IDAs referred to in Article 1.1 of this Complementary Agreement shall be specified in an exchange of notes. The Joint Politico-Military Administrative Affairs Committee (hereinafter the PMAA) shall maintain an up-to-date inventory of the lands or constructions which constitute these IDAs, specifying the functions of each.

ARTICLE 2

The Spanish Government assumes the obligation to adopt security measures that guarantee the exercise of the functions cited in the preceding article, consistent with the relevant provisions of Annex 3 of this Complementary Agreement.

ARTICLE 3

The Parties shall agree on the maximum force levels which the United States Government is authorized to station in Spain. The United States authorities shall periodically inform the Spanish authorities of the units and personnel actually in Spain. These requirements shall be carried out in accordance with the provisions of Annex 3 of this Complementary Agreement.

ARTICLE 4

4.1 The storage of ammunition and explosives shall be in accordance with the provisions of Annex 3 of this Complementary Agreement.

4.2 The storage and installation in Spanish territory of nuclear or non-conventional weapons or their components will be subject to the agreement of the Spanish Government.

ARTICLE 5

In case of external threat or attack against either Party acting in accordance with the purposes mentioned in Article 2.2 of the Agreement on Friendship, Defense and Cooperation, the time and manner of use of the IDAs and authorizations referred to in this Complementary Agreement shall be the subject of urgent consultations between the two Governments and shall be determined by mutual agreement, without prejudice to either Party's inherent right to immediate and direct self-defense. Such urgent consultations will take place in the United States-Spanish Council but when the imminence of the danger so requires, the two Governments shall establish direct contact to resolve the matter.

ARTICLE 6

As provided in Complementary Agreement One, permanent coordination between the two Parties and resolution of such problems as may arise as a result of this Complementary Agreement, and which cannot be otherwise resolved within the competence of the United States and Spanish authorities directly concerned, will be carried out through the PMAA.

ARTICLE 7

7.1 In the event of the withdrawal of the United States forces pursuant to Article Six of the Agreement on Friendship, Defense and Cooperation, such withdrawal will be accomplished in accordance with the applicable provisions of Annex 3 of this Complementary Agreement.

7.2 Upon written notification of termination pursuant to Article Six of the Agreement on Friendship, Defense and Cooperation, the Parties shall consult in accordance with Annex 3 of this Complementary Agreement in order for the Spanish Armed Forces to make necessary plans to avoid negative impact on their activities, taking into account any removable property which the United States forces intend to offer for disposal in Spain.

ARTICLE 8

The Parties recognize that nothing in this Complementary Agreement shall be in derogation of Spain's inherent right in accordance with international law to take necessary measures to safeguard its national security in emergency situations.

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ARTICLE 9

This Complementary Agreement, including its Annexes and Appendices, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Marca.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs)

and Authorizations

ANNEX 1

Definitions

For the purposes of this Complementary Agreement, the following definitions are established:

1. Operational and support installation (IDA).

Any land or construction or grouping thereof, owned by the Spanish State and granted for use by the United States forces for specific purposes in fulfillment of the Agreement on Friendship, Defense and Cooperation.

2. Force, civilian component, and dependents.

For the purposes of this Complementary Agreement and its Annexes, these terms are as defined in the NATO Status of Forces Agreement and supplemented in Complementary Agreement Five and its Annexes.

3. Ships of the United States Forces.

In connection with visits to Spanish ports, such ships are:

3.1 United States naval vessels, either combatant or auxiliary, under the command of a United States naval officer.

3.2 Vessels in the service of the United States Navy called "United States Naval Ships" (USNS) and "General Agency Agreement" (GAA) vessels, both of which are the property of the United States Government, and whose activities are being carried out through the Military Sealift Command (MSC).

3.3 Other vessels under United States flag which are chartered wholly by the Department of Defense.

4. Ships of the Spanish Navy.

In connection with visits to United States ports, such ships are:

4.1 Spanish naval vessels, either combatant or auxiliary, under the command of a Spanish naval officer.

4.2 Vessels in the service of the Spanish Armed Forces, which are the property of the Spanish Government.

4.3 Other vessels under Spanish flag which are chartered wholly by the Spanish Armed Forces.

5. Port Calls.

Shall be classified as follows:

5.1 Type A: Informal visits. Those in which formalities are restricted to the usual salutes and customary calls.

5.2 Type B: Operational visits. Those which are primarily for logistical purposes or repairs.

5.3 Type C: Courtesy visits. Those which are formal in nature, in which there is an exchange of official courtesies and formal entertainment and which require prior agreement through diplomatic channels.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs) and Authorizations

ANNEX 2

Bases and Establishments Which Contain IDAs

ARTICLE 1

Bases and establishments, property of the Spanish state, in which there are IDAs for use and maintenance by United States forces:

1.1 Bases

Moron Air Base
Torrejon Air Base
Zaragoza Air Base
Rota Naval Base

1.2 Establishments

Cartagena Petroleum and Ammunition Storage Depot
Humosa Communications Station
Inoges Communications Station
Soller Communications Station
Menorca Communications Station
Estaca de Bares Communications Relay
Estartit LORAN Station
Guardamar de Segura Communications Station
Sonseca Weather and Seismological Station

ARTICLE 2

Whenever the phrase "bases and establishments" is mentioned in the text of Complementary Agreement Two, it shall be understood that the term applies to those bases and establishments which contain IDAs, unless otherwise specified.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs) and Authorizations

ANNEX 3

Operational and Support Installations (IDAs)

ARTICLE 1

1.1 The bases and establishments listed in Annex 2 of Complementary Agreement Two shall be under Spanish command. Only the Spanish flag and command insignia shall be flown over these bases and establishments.

1.2 All the IDAs used by the United States forces in these bases or establishments shall be under the responsibility of a Commander of the United States Forces at each base or establishment who shall exercise command and control over those forces, including their equipment, materiel, and the premises exclusively used by them.

1.3 The Commander of the base or establishment and the Commander of the United States Forces at the bases or establishments shall deal directly and maintain close contact and coordination in the implementation of Complementary Agreement Two and its Annexes.

1.4 The Commander of the base or establishment, in person or his delegate, shall have access to all IDAs except for cryptographic areas and classified equipment. Access to areas where classified equipment

or information are located will take place in accordance with mutually agreed arrangements. The Commander of the United States Forces shall keep the Commander of the base or establishment informed of the location of cryptographic areas and classified equipment and information.

1.5 The Commander of the base or establishment shall be informed of the types of equipment and materiel, and the types and quantities of weapons maintained at each IDA, and shall be informed of substantial changes in such types or quantities.

1.6 Without prejudice to the provisions of Article 1.2 of this Annex, the Commander of the base or establishment shall be responsible for:

1.6.1 Establishment of general regulations of the base or establishment.

1.6.2 Dealing with local Spanish authorities and appropriate public or private institutions on official matters related to the presence of the United States forces on the base or establishment following consultations, as may be necessary, with the Commander of those forces.

1.6.3 The establishment of security measures in accordance with Article 2 of this Annex.

1.7 The Spanish Armed Forces shall be responsible for rendering military honors. However, they may be rendered jointly when the Commander of the base or

establishment and the Commander of the United States Forces agree to do so, in accordance with the procedures established by the PMAA.

ARTICLE 2

2.1 Consistent with the provisions of Article 1 of this Annex, the security of each base or establishment shall be the responsibility of the Commander of the base or establishment.

2.2 Consistent with Article 1.2 of this Annex, the Commander of the United States Forces shall be responsible for the internal security requirements of his personnel, equipment, materiel, and premises exclusively used by those forces, adopting appropriate measures which shall be submitted to the Commander of the base or establishment for coordination purposes. The Commander of the United States Forces may authorize appropriate personnel to carry arms subject to Spanish authorization in agreed arrangements.

2.3 The general rules cited in Article 1.6.1 of this Annex shall establish procedures to facilitate the entry and exit of authorized persons and their vehicles. Independently of those which may be issued through the PMAA, five categories of authorizations shall exist, covering the following personnel:

2.3.1 Persons with authorized access by reason of their position. They are members of the

force, the civilian component, and the dependents of both who possess appropriate documentation proving such status. Such documentation shall be valid for entry to and exit from all bases and establishments specified in Annex 2 of Complementary Agreement Two.

2.3.2 Persons with authorized access owing to their activity on the base or establishment who are in possession of an identification card issued by the Commander of the base or establishment for the duration of such activity as requested by the Commander of the United States Forces.

2.3.3 Persons with temporary authorized access to residential, social, and recreational areas, at the request of members of the force or the civilian component.

2.3.4 Persons who are crew members of vessels of the United States forces for access to Rota Naval Base.

2.3.5 Other members of the United States armed forces, civilian employees thereof and dependents of the foregoing for access to authorized transportation on aircraft operated by or for the United States forces and health IDAs upon the approval of the Commander of the United States Forces.

2.4 The Commander of the United States Forces shall make qualified personnel available to the Commander of each base or establishment to facilitate

the identification, entry, and exit of United States personnel and vehicles and to conduct any required search of such personnel and vehicles at access control points.

2.5 The Commander of the base or establishment and the Commander of the United States Forces may conclude agreements for the prevention and extinction of fires, maintenance of suitable health and sanitation conditions on the base or establishment, and cooperation in time of public disaster.

2.6 When circumstances warrant the reinforcement of external security measures, the Commander of the base or establishment may request support from the Commander of the United States Forces in the form of vehicles and equipment for a mutually agreed period of time.

ARTICLE 3

3.1 Intelligence of Spanish interest obtained in IDAs dedicated to intelligence collection shall be shared in a useful and timely manner. When the Spanish authorities consider it appropriate, Spanish personnel, consistent with Article 1.4 of this Annex, may participate jointly with United States personnel in such IDAs.

3.2 The modalities of the participation referred to in Article 3.1 of this Annex and procedures for the

sharing of finished intelligence shall be specified in agreements mutually decided. Likewise, Spanish liaison officers may be assigned between United States and Spanish commands when both Parties agree.

3.3 At the initiative of the Spanish authorities, consultations will be arranged with United States authorities to determine the possibility of Spanish participation in the operation of other IDAs. The modalities of such participation, including training, shall be specified in agreements mutually decided.

3.4 In response to requests by the United States forces through the PMAA, it will be the responsibility of the Spanish authorities to provide for:

3.4.1 Authorization for temporary and substantial increases or changes in the nature of the force levels at a base or establishment, specified in the exchanges of notes referred to in Articles 6.1 and 6.3 of this Annex. Such increases shall be within the overall authorized force levels.

3.4.2 Authorization for significant changes in the purpose or method of IDA usage as well as for the installation of major items of new equipment which would result in a significant increase in the capability of an IDA.

3.4.3 Approval of the arrangements for entry and visits to the bases or establishments by dignitaries and officials of the United States who do

not have direct authority over the United States forces stationed in Spain.

3.4.4 Establishment of rules for access to bases or establishments by personnel of third-country military forces aboard ships or aircraft of the United States forces.

3.4.5 Authorization for the entry to the bases or establishments of third-country persons not included in Article 3.4.4 of this Annex.

3.5 The United States forces may remove demountable structures, equipment, and other removable property from the IDAs at any time, leaving the grounds in serviceable condition.

3.6 When United States forces foresee a prolonged suspension or the termination of activity of an IDA or a substantial withdrawal of major items of equipment, the appropriate Spanish military authorities will be notified. When a reduction in capabilities could significantly affect the activities of the Spanish Armed Forces, consultations on the matter shall be held between the corresponding military authorities of both sides. Either Party may initiate such consultations.

3.7 Upon expiration of the Agreement on Friendship, Defense and Cooperation or when the United States terminates the use of an IDA, it shall be returned to the Spanish Government through the PMAA and removed from the inventory in accordance with the following arrangements:

3.7.1 Permanent constructions or buildings shall be returned in serviceable condition including the energy and water production and distribution systems and heating and air conditioning systems that are an integral part of the buildings, provided the Government of the United States shall incur no additional expense thereby.

3.7.2 The United States forces shall exercise diligence to avoid damage when vacating such permanent constructions or buildings.

3.7.3 The completion of the process of transferring permanent constructions or buildings shall be certified by the Commander of the base or establishment and the Commander of the United States Forces at the base or establishment.

3.8 The Spanish authorities shall have the right of first purchase of any equipment, materiel, demountable structure, or supplies that the United States forces consider excess and plan to dispose of in Spain.

ARTICLE 4

4.1 The modalities for the use of installations and services which are shared shall be specified in agreements between the Commander of the base or establishment and the Commander of the United States Forces. Such agreements shall be submitted to the PMAA for coordination.

4.2 The rules of procedure established by the Commander of the base or establishment in accordance with Article 1.6.1 of this Annex shall call for consultations before either Party undertakes actions on a base or establishment that could affect the activities of the other. In carrying out his assigned duties, each commander will give full respect to the missions and activities of the other. Should problems arise in the implementation of these rules that cannot be resolved within the framework of Article 1.3 of this Annex, they shall be referred to the PMAA for urgent consideration.

4.3 The costs of operation and maintenance of IDAs used exclusively by the United States forces shall be borne by the United States forces. The costs of operation and maintenance of installations used exclusively by the Spanish forces shall be borne by the Spanish forces. With respect to IDAs and installations used by both United States and Spanish forces, each Party shall bear its own costs of operation and maintenance and neither Party shall seek reimbursement from the other Party for operation and maintenance costs, including utilities, arising from the use of such IDAs or installations unless otherwise agreed.

4.4 To assure adequate protection for the environment and public health, the military authorities of both countries shall collaborate with a view toward

meeting the legal standards applicable to bases and establishments of the Spanish Armed Forces. The Commander of the base or establishment shall inform the Commander of the United States Forces of such standards. When United States authorities request authorization from the Spanish Government for a significant new IDA, activity, or modification to those now existing, they shall specify significant impacts on the health environment, if any, as well as corrective measures, and contingency measures for accidents.

4.5 The United States forces may maintain, operate, and use sanitary, commissary, service exchange, messing, social, sport, and recreational facilities on the bases and establishments, consistent with the provisions of this Annex and Complementary Agreement Five.

ARTICLE 5

5.1 Construction by the United States forces that alters the useful volume or external form of an IDA shall require prior authorization solicited through the Commander of the base or establishment.

5.2 If the work in question is considered of great importance by the Spanish authorities, the decision they make shall be communicated to the United States authorities through the PMAA.

5.3 Maintenance projects by one Party which could

affect the activities of the other Party shall be coordinated in advance by the Commander of the base or establishment and the Commander of the United States Forces.

ARTICLE 6

6.1 The Government of the United States may assign in Spain military units and members of the force and civilian component necessary for the use and maintenance of IDAs to carry out the activities authorized by Complementary Agreement Two, within the force level established by an exchange of notes. Members of the force and civilian component may be accompanied by their dependents. The force level will include:

6.1.1 Location and type of principal military units permanently assigned or on rotation in Spain, including the type and maximum number of authorized aircraft and ships and principal activities;

6.1.2 The maximum number of members of the force and civilian component which may be permanently assigned or on rotation at each of the bases or establishments listed in Annex 2 of Complementary Agreement Two. A breakdown of the maximum number of members of the force or civilian component for each type unit indicated in the force level for each base or establishment shall be maintained in the PMAA.

6.2 The appropriate United States authority shall submit quarterly to the PMAA an updated report of the units and personnel referred to in Article 6.1 of this Annex present in Spain, including their dependents. The PMAA will provide copies of such reports, as appropriate, to the Commander of the corresponding base or establishment.

6.3 The Government of the United States may also assign members of the force and civilian component in Spain on a temporary basis in connection with their official duties within the levels established in an exchange of notes, periodically reporting to the PMAA.

6.4 The United States forces may bring into Spanish territory limited numbers of personnel of third countries with required specialized skills not readily available in Spain, solely for employment by the United States forces or their contractors, subject to the right of Spanish authorities to determine eligibility for entrance into Spain. A request for this purpose, with appropriate reasons therefor, shall be submitted through the PMAA.

The appropriate United States authorities shall provide quarterly to the PMAA and to the Commander of the base or establishment involved a listing of the names of the third-country personnel rendering services through appropriated or non-appropriated funded activities to the United States forces in Spain, indicating their activity and the IDA where assigned.

ARTICLE 7

7.1 The United States forces may store and maintain ammunition and explosives in the IDAs designated for this purpose at the bases and establishments listed in Annex 2 of Complementary Agreement Two.

7.2 Authorization for any substantial increase or change in the nature of ammunition normally stored in an IDA shall be processed through the PMAA.

7.3 For safety reasons, criteria for storage of ammunition and explosives at IDAs designated for this purpose shall be no less stringent than those applicable to the Spanish Armed Forces under regulations in force.

7.4 In the general plans for bases and establishments where IDAs of the aforementioned type are located, appropriate safety areas shall be specified, even when such areas exceed the perimeters of the base or establishment. In these safety areas, the provisions of existing Spanish legislation shall apply.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs) and Authorizations

ANNEX 4

Authorizations

ARTICLE 1

1.1 The Parties reaffirm that the Agreement on Friendship, Defense and Cooperation has been concluded in recognition of Spain's full sovereignty and control over its territory and airspace. Consequently, the authorizations established in this Annex will be applied in conformity with those principles of sovereignty and control.

1.2 Such authorizations shall be applicable exclusively to activities for purposes within the scope of Article 2.2 of the Agreement on Friendship, Defense and Cooperation.

ARTICLE 2

2.1 Aircraft of the United States forces which are deployed in Spain, permanently or on rotation, within the agreed force level, may overfly, enter and exit Spanish airspace and use the bases and establishments specified in Annex 2 to Complementary Agreement Two

with no other requirement than compliance with Spanish air traffic regulations. In order to use other bases, military airdromes and airports, the corresponding authorization shall be requested through the PMAA at least 48 hours in advance.

2.2 Other United States aircraft operated by or for the United States forces may overfly, enter and exit Spanish airspace and use the bases and establishments specified in Annex 2 of Complementary Agreement Two to carry out scheduled missions after notification to the PMAA at least seven working days prior to the beginning of the schedule. Notification of schedule changes shall be made as necessary. For the execution of logistical support missions for United States forces in Spain, or by aircraft dependent on such forces for logistical support, notification of the Commander of the base of the type and purposes of the mission shall suffice.

2.3 The authorizations granted in Article 2.1 of this Annex are also extended to other United States aircraft operated by or for the United States forces not included in the preceding paragraphs after notification of the type and purpose of the mission to the PMAA with a minimum of 48 hours advance notice or with the maximum time possible in cases of urgency.

2.4 The competent Spanish authorities may, when circumstances warrant, reduce the requirements established in the preceding paragraphs of this Article.

2.5 In situations referred to in Article 5 of Complementary Agreement Two as well as to carry out flights whose purposes go beyond those mentioned in Article 2.2 of the Agreement on Friendship, Defense and Cooperation, United States aircraft operated by or for the United States forces may enjoy the privileges cited in Article 2.1 of this Annex through prior authorization of the Spanish Government.

2.6 To make use of the authorizations cited in the preceding Articles, military aircraft crews must be members of the United States forces unless previously authorized through the PMAA.

2.7 In case of in-flight emergency, United States aircraft operated by or for the United States forces are authorized to use any Spanish military or civilian airport.

2.8 Any problems which may arise regarding the applicability of any of the preceding provisions to particular missions shall be referred to the PMAA.

ARTICLE 3

3.1 All movements in Spanish airspace of aircraft of the United States forces will be conducted in accordance with duly cleared flight plans and will be governed by rules specified in Spanish air traffic regulations, as well as by instructions given by Spanish air traffic control authorities.

3.2 The air traffic control authorities are:

3.2.1 Regional: the chiefs of regional flight information centers (FIC); the chiefs of area control centers (ACC).

3.2.2 Local: the flight officer designated by the Commander of the air base; the airport officer designated by the airport director; the chief controller, by delegation of both of the above.

3.3 The military control towers will be under the command of a Spanish flight officer. In those towers where coordination of control of aircraft of the United States forces is necessary, one or several United States controllers, who should have adequate knowledge of the Spanish language, will be present to assist the Spanish chief controller in his task.

3.4 United States authorities shall notify the competent Spanish authorities at least 24 hours in advance of formation flights of eight or more aircraft entering, departing, or to be conducted within Spanish airspace.

3.5 United States authorities shall advise 24 hours in advance of any air movement which could produce an increase in normal air activity. Flights which may pose a special risk to the civilian population will not be conducted without express authorization of the Spanish military air authorities.

ARTICLE 4

4.1 Aircraft of the United States forces permanently assigned or on rotation in Spain and air units of the Sixth Fleet shall be authorized to use, for training, certain airspace, air-to-air and air-to-ground ranges of those reserved for these purposes for the Spanish air forces, in accordance with programs established annually by Spanish authorities, taking into account the needs of the United States forces in Spain.

4.2 Airspace for training shall be carefully demarcated with respect to area as well as the flight levels and schedule to be used. The use of this airspace will be subject to the safety and flow of both civil and military air traffic.

4.3 Training flights will be conducted in conformity with Spanish air traffic regulations.

4.4 To implement the annual programs, the necessary coordination shall be carried out between the

appropriate Spanish and United States forces to: establish range schedules for the United States forces; periodically refine them; establish procedures for the most efficient utilization of the ranges; and determine the personnel and materiel to be furnished by each.

4.5 When the ranges have a control tower, it shall always be under the direction of a Spanish Range Officer. When the United States forces are training, however, a Range Safety Officer of the United States shall be in the control tower to direct the movement of its aircraft exclusively within the range.

4.6 Expenses incurred by the utilization of ranges will be distributed as mutually agreed.

ARTICLE 5

The conduct of exercises by United States forces in other areas of Spain shall be subject to the authorization of Spanish authorities in each case, solicited through the PMAA.

ARTICLE 6

6.1 In case of accidents occurring to aircraft of the United States forces in Spanish territory, the Spanish and United States authorities will cooperate in

the adoption of rescue measures. The measures to remove the damaged aircraft and its technical equipment shall be the responsibility of the appropriate United States authorities.

6.2 The Spanish authorities will have the responsibility for the external security of the damaged aircraft. However, United States forces, if first on the scene of the accident, may assume custody of the aircraft pending arrival of Spanish forces.

6.3 United States technical personnel designated by the United States forces will have access to the accident scene. These personnel will cooperate fully with the Spanish investigating officer in order to assure that no intervention subsequent to the accident could prejudice the investigation to be conducted.

6.4 The investigation of these accidents will be carried out in accordance with Spanish air navigation legislation, independent of the investigation to be conducted by United States authorities.

6.5 When initiating an investigation of a particular accident, United States authorities will furnish data and technical assistance as requested by Spanish authorities, except for non-releasable classified data.

ARTICLE 7

United States and Spanish authorities will cooperate in and provide all possible assistance to air search and rescue operations.

ARTICLE 8

8.1 The use of the port at Rota Naval Base shall be in accordance with rules developed by the Commanding Admiral of the base in collaboration with the Commander of the United States Forces at the base. Such rules shall be consistent with Annex 3 of this Complementary Agreement and Part I of Appendix A of this Annex and shall contain:

8.1.1 Procedures concerning warships, including arrival notification, priority for entrance and docking, and others as may be deemed necessary.

8.1.2 Procedures concerning merchant ships, including those in Article 8.1.1 of this Annex, as well as piloting, towing, mooring, sanitation, pratique, cargo manifest, customs, and other measures necessary to avoid possible interference, incompatibilities, port congestion, and accident risks.

8.2 When the needs of the United States are such that they require the entrance into Rota Naval Base by vessels not included among those defined as "vessels of the United States forces", they shall request authorization from Spanish authorities through the PMAA, specifying the reasons for such entrance.

8.3 Consistent with Article 2.2 of the Agreement on Friendship, Defense and Cooperation, appropriate

agreements regarding navigational safety for submerged vessels shall be mutually agreed between the respective authorities of the United States Navy and the Spanish Navy.

ARTICLE 9

9.1 For operations of loading and unloading ammunition and explosives at sites expressly designated for that purpose as well as for their land, sea or air transport within Spanish territory, United States forces will request authorization from Spanish authorities through the PMAA, unless such operations will take place entirely within the bases or establishments listed in Annex 2 of this Complementary Agreement. Each request will be made as far in advance as possible, but at least seven days prior to the start of these operations. Each request will specify:

9.1.1 Loading or unloading site, and point of destination;

9.1.2 Requested anchorage or pier;

9.1.3 Expected date and time of arrival;

9.1.4 Identification of ship and draft, or of the corresponding mode of transport;

9.1.5 Expected duration of loading or off-loading;

9.1.6 Description and amount of ammunition or explosive material to be loaded, off-loaded, or transported;

9.1.7 Proposed means of transport for the movement of the ammunition;

9.1.8 Safety measures to be followed in loading, off-loading, and transporting.

9.2 Once the conduct of the operations described above has been authorized, the PMAA shall simultaneously notify the appropriate United States and Spanish authorities.

9.2.1 The Spanish authorities shall be responsible for external safety procedures and shall determine the control measures that are necessary during such loading, off-loading, and transportation operations;

9.2.2 During loading and off-loading operations, as well as transportation to storage areas, safety regulations established in the corresponding Spanish military regulations in force shall, as a minimum, be applied, as well as those specific regulations which govern the means of transportation utilized.

ARTICLE 10

The installation, maintenance, and use of communications and electronics systems by United States forces in Spain shall be as provided in Appendix B of this Annex.

ARTICLE 11

The United States forces are authorized to use the services of the Spanish Semi-Automatic Air Defense System in accordance with procedures to be established by mutual agreement.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs) and Authorizations

ANNEX 4

Authorizations

APPENDIX A

Ship Visits to Spanish and United States Ports

PART I

Rules Governing United States Ship Visits to Spanish Ports

1. This Appendix applies to vessels of the United States forces as defined in Annex 1 of Complementary Agreement Two which visit Spanish ports.

2. Vessels of the United States forces may enter and leave Spanish ports and anchorages according to the provisions of this Appendix.

3. Ship visits are defined and classified as specified in Annex 1 of Complementary Agreement Two.

4. Authorization for type A visits will be obtained by the United States naval authorities through their Naval Attache.

4.1 The United States Naval Attache in Madrid shall notify the appropriate Spanish naval authorities not less than five days in advance of the visit.

4.2 The notification shall include, in complete detail, the name of the port or area at which

the visit is to be made; the names and types of the vessels and whether or not they are saluting ships; the names of flag officers, unit and ship commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit; and classes of privileges desired as well as the forms of communication and frequency of radio communications desired to be used during the visit.

5. Authorization for type B visits and those by nuclear powered vessels shall be obtained through the PMAA.

5.1 The United States Naval Attache in Madrid shall notify the PMAA not less than five days in advance in the case of Type B visits. For those by nuclear-powered vessels, the minimum notice period shall be as communicated through the PMAA. In both cases the appropriate Spanish naval authorities will be notified.

5.2 The notification shall include, in addition to the same information indicated for type A visits, details regarding the purpose of the visit.

6. Authorization for type C visits will be arranged through diplomatic channels and may include such notification as shall be agreed upon by the Parties.

7. In cases of emergency, including inclement weather, when advance notification cannot be made, the

details of the visit will be given immediately to the appropriate Spanish naval authorities and the United States Naval Attache.

8. During type A and C visits, the exchange of gun salutes and calls will be accomplished in accordance with international customs.

9. During type B visits there will be no gun salute and the exchanges of calls will normally be limited to the senior naval officer ashore or, in the absence of such authority, to the most distinguished military authority.

10. During their stay in Spanish ports or anchorages, vessels of the United States forces shall be governed by the following rules:

10.1 All regulations regarding pilotage, sanitation, and customs which are applicable to Spanish naval vessels shall be obeyed.

10.2 The charges for pilot and port services rendered by official state agencies or entities shall apply to vessels of the United States forces under the same terms and with the same exemptions established by Spanish legislation in force for Spanish warships. For those other services to be contracted privately, the charges will be those resulting from the contracts.

10.3 Vessels of the United States forces shall be, as in the case of Spanish naval vessels, immune from search, including customs and health.

Communicable disease on board, the existence of which may be suspected or known, shall be reported prior to requesting pratique. Personal effects landed from visiting vessels will be subject to declaration and inspection by local customs authorities.

10.4 Passports or visas will not be required for personnel disembarking temporarily from visiting vessels and who are required to go back aboard before the vessel puts out to sea. United States Department of Defense identification papers will be required.

10.5 The wearing of uniforms for visits ashore is authorized.

11. Among the classes of privileges referred to in Article 4.2 of this Appendix, which will normally be accorded to vessels of the United States forces, subject to prior notification, are the following:

11.1 Class 1 - Logistics supplies: This will include fuel and fresh and dry provisions which will be furnished to the extent possible, available through local sources or as ordered in advance.

11.2 Class 2 - Repairs: Repairs and modifications will be the subject of special arrangements in each case.

11.3 Class 3 - Shore liberty: Shore liberty will be subject to any restriction which local Spanish naval authorities may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

11.4 Class 4 - Shore patrols: Unarmed personnel in uniform to assist local authorities in maintaining order.

11.5 Class 5 - Training: Includes utilization of training areas ashore or in the territorial sea in such places as may be agreed upon with local commanders.

11.6 Class 6 - Flight training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft, subject to the prior authorization of the PMAA.

11.7 Class 7 - Conducted tours: Includes authorization for daily or extended tours to Spanish cities.

11.8 Class 8 - Official transportation: Includes permission to off-load, operate, and on-load official vehicles during the ship's stay in Spain. Numbers and type of such vehicles will be furnished with the notification.

12. Procedures for the arrival, port movements, and furnishing of services will be established between Spanish and United States naval authorities.

12.1 Safe anchorage and pier facilities, including those needed for loading and off-loading stores and personnel, will be assigned to the extent practicable as requested by vessels of the United States forces.

12.2 Local hydrographic information will be furnished when requested.

12.3 The establishment of shore communications services, except normal telephone, telegraph, or cable services, will require prior agreement in each case.

13. Nothing in this Appendix will prevent the competent Spanish authorities from denying a proposed ship visit in the case of port congestion, security, or other valid reasons.

14. When passing through Spanish territorial sea, in innocent passage, submarines shall navigate on the surface.

15. In the event of unforeseen circumstances not covered by the provisions of this Appendix, it is understood that any vessel of the United States forces in Spain shall be given the same treatment and consideration as a Spanish naval vessel.

PART II

Rules Governing Spanish Ship Visits to United States Ports

1. This Appendix applies to Spanish naval vessels as defined in Annex 1 to Complementary Agreement Two which visit United States ports.

2. Spanish naval vessels may enter and leave United States ports and anchorages according to the provisions of this Appendix.

3. Ship visits are defined and classified as specified in Annex 1 of Complementary Agreement Two.

4. Authorization for type A and B visits shall be obtained by the Spanish naval authorities through their Naval Attache.

4.1 The Spanish Naval Attache in Washington shall notify the appropriate United States naval authorities not less than five days in advance of the visit.

4.2 The notification shall include, in complete detail, the name of the port or area to which the visit is to be made; the name and types of the vessels and whether or not they are saluting ships; the names of flag officers, unit and ship commanders, masters, military liaison officers on board, and distinguished passengers embarked; the inclusive dates of the visit; and classes of privileges desired as well as the forms of communication and frequency of radio communications desired to be used during the visit.

5. Notification of type B visits shall include details regarding purpose of the visit.

6. Authorization for type C visits will be arranged through diplomatic channels, and may include such notifications as shall be agreed upon by the parties.

7. In cases of emergency, including inclement weather, when advance notification cannot be made, the

details of the visit will be given immediately to the appropriate United States naval authorities and the Spanish Naval Attache.

8. During type A and C visits, exchanges of gun salutes and calls will be in accordance with international customs.

9. During type B visits there will be no gun salute and exchanges of calls will normally be limited to the senior naval officer ashore or, in the absence of such authority, to the most distinguished military authority.

10. During their stay in United States ports or anchorages, Spanish naval vessels shall be governed by the following rules:

10.1 All regulations regarding pilotage, sanitation, and customs which are applicable to United States naval vessels shall be obeyed.

10.2 The charges for public port services such as towing, mooring, wharfage and dockage, picking up refuse or garbage, etc., will be levied against Spanish naval vessels when these services are furnished in accordance with the requirements of United States legislation in force or when solicited by the visitors. Such charges will not be greater than those applied to United States naval vessels.

10.3 Spanish naval vessels shall be, as in the case of vessels of the United States forces, immune

from search, including customs and health. Communicable disease on board, the existence of which may be suspected or known, shall be reported prior to requesting pratique. Personal effects landed from visiting vessels will be subject to declaration and inspection by local customs authorities.

10.4 Passports or visas will not be required for personnel disembarking temporarily from visiting vessels and who are required to go back aboard before the vessel puts out to sea. Spanish naval identification papers will be required.

10.5 The wearing of uniforms for visits ashore is authorized.

11. Among the classes of privileges referred to in Article 4.2 of this Appendix, which will normally be accorded to Spanish naval vessels, subject to prior notification, are the following:

11.1 Class 1 - Logistics supplies: This will include fuel and fresh and dry provisions which will be furnished to the extent possible, available through local sources or as ordered in advance.

11.2 Class 2 - Repairs: Repairs and modifications will be the subject of special arrangements in each case.

11.3 Class 3 - Shore liberty: Shore liberty will be subject to any restrictions which local United States naval authorities, or federal, state, or local

governmental authorities, may impose. Athletic and recreation facilities will be afforded through local military authorities according to established rules and rates.

11.4 Class 4 - Shore patrols: Unarmed personnel in uniform to assist local authorities in maintaining order.

11.5 Class 5 - Training: Includes utilization of training areas ashore or in the territorial sea in such places as may be agreed upon with local commanders.

11.6 Class 6 - Flight training: This will include the shore basing of aircraft and training flights of ship-based and/or shore-based aircraft, subject to the prior authorization of appropriate United States authorities.

11.7 Class 7 - Conducted tours: Includes authorization for daily or extended tours to United States cities.

11.8 Class 8 - Official transportation: Permission to off-load, operate, and on-load official vehicles during the ship's stay in the United States. Numbers and type of such vehicles will be furnished with the notification.

12. Procedures for the arrival, port movements, and furnishing of services will be established between Spanish and United States naval authorities.

12.1 Safe anchorage and pier facilities, including those needed for loading and off-loading stores and personnel, will be assigned to the extent practicable as requested by Spanish naval vessels.

12.2 Local hydrographic information will be furnished when requested.

12.3 The establishment of shore communications services, except normal telephone, telegraph, or cable services, will require prior agreement in each case.

13. Nothing in this Appendix shall preclude the competent United States authorities from denying a proposed visit in case of port congestion, security, or other valid reasons.

14. When passing through United States territorial sea, in innocent passage, submarines shall navigate on the surface.

15. In the event of unforeseen circumstances not covered by the provisions of this Appendix, it is understood that any Spanish naval vessel in the United States shall be given the same treatment and consideration as a vessel of the United States forces.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs) and Authorizations

ANNEX 4

Authorizations

APPENDIX B

Telecommunications and Electronics

ARTICLE 1

1.1 The United States forces may use and maintain IDAs designated for communications and electronics at the bases and establishments referred to in Annex 2 of Complementary Agreement Two in order to facilitate:

1.1.1 All communications necessary to the administrative and operational functioning of these forces.

1.1.2 Linkage with the United States Department of Defense communications network.

1.2 Consistent with Article 3.4.2 of Annex 3 of Complementary Agreement Two and the provisions of applicable Spanish legislation, the United States forces may carry out actions in the communications field required to:

1.2.1 Satisfy new operational necessities.

1.2.2 Improve capabilities of existing systems.

1.2.3 Contribute further to the welfare and training of the United States forces.

1.3 In general, without prejudice to the provisions of Articles 1.1 and 1.2 of this Appendix, and when available and suitable to them, the United States forces shall use Spanish civilian communications services to meet their needs. When possible, the United States forces may use Spanish military communications systems.

1.4 The United States forces are authorized to use codes, cryptographic systems and other means of communications security.

ARTICLE 2

2.1 Consistent with Article 1.2 of this Appendix, requests of the United States forces for additional cable communications installations or services shall be processed through the PMAA, except for minor or routine transactions within the bases or establishments covered by supplementary agreements or understandings between the Parties concerned.

2.2 The United States forces may install, maintain and operate their own equipment at the terminals of lines furnished by Spanish agencies. This equipment must not cause any interference on Spanish cable communications networks and will be installed in conformity with the conditions established by the Spanish agency concerned.

2.3 When suitable lines cannot be supplied through any Spanish agency, the United States forces, with previous authorization by the PMAA, may install lines, networks and any other cable communications systems for their military requirements. Property not removable under Article 3.5 of Annex 3 to Complementary Agreement Two shall become the property of the Spanish Armed Forces without prejudice to its use by the United States forces and the responsibility of the United States forces for its maintenance in accordance with Complementary Agreement Two. Such lines, networks and cable systems may be integrated with those of the Spanish Armed Forces, by mutual agreement.

2.4 The United States forces may establish, with authorization from the PMAA, land lines to control transmission and receiver installations and electronic navigational aids. The exact routing of the land lines will be determined by mutual agreement between appropriate Spanish and United States military authorities.

ARTICLE 3

3.1 The United States forces are authorized to maintain and use existing radio communications systems as provided in Article 1 of this Appendix. The United States forces may also be authorized to install, maintain and use:

3.1.1 Other major radio communications stations as links with the United States Department of Defense communications network, lesser radio communications stations required for the support of military and administrative services of the United States forces, radio stations for communications with aircraft and vessels operated by or on behalf of the United States forces, satellite communications systems, and radio communications within and between IDAs in support of the United States forces.

3.1.2 Short-range radio broadcasting and closed circuit cable television transmitting stations which contribute to the normal welfare and training of the United States forces in Spain, in accordance with terms approved by Spanish authorities, and such other means of radio communications as may be required in the future.

3.2 Telecommunications antennas installed by the United States forces for the aforesaid purposes will comply with aeronautical and radio-electric regulations of Spanish legislation.

3.3 The United States forces may use authorized radio frequencies and call signs. Any changes in the previously authorized frequencies or call signs or requests for additional frequencies or call signs shall be coordinated, approved, and assigned through the PMAA.

3.4 Mutually agreed arrangements shall be established to enhance Spanish Armed Forces' utilization of the United States Department of Defense communications network in Spain to the extent feasible.

ARTICLE 4

In order to facilitate air traffic control for the accomplishment of approach and landing maneuvers for their aircraft on the bases listed in Annex 2 of Complementary Agreement Two, the United States forces are authorized to use, under the conditions set forth in Annex 4 of that Agreement, and to maintain presently existing equipment and systems which are required for such purposes. Similarly, authorization may be given to install new navigational support systems and equipment upon request to and approval by the PMAA.

ARTICLE 5

The Spanish and United States forces shall cooperate in investigation, isolation and elimination of harmful interference. Should such interference be caused by one of these forces and affect the other, corrective actions shall be carried out through bilateral coordination. When harmful interference originates from or affects civilian systems, procedures for its elimination shall be consistent with those applicable to the Spanish Armed Forces.

COMPLEMENTARY AGREEMENT TWO

Operational and Support Installations (IDAs)

and Authorizations

ANNEX 5

Storage, Transportation and Supply of Fuels

PART I. Rota-Zaragoza Pipeline and Complementary Installations

1. Description.

The pipeline, as well as the inland terminals in Spanish territory, are Spanish military installations administered, operated and maintained by Compania Administradora del Monopolio de Petroleos, S.A. (CAMPSA). The pipeline consists essentially of the steel pipeline itself, of 780 km. length from the petroleum products manifold at the naval base of Rota to Station Number 6 at La Muela, and includes the petroleum products manifold and Station Number 6, as well as the pumping stations at Rota, El Arahal, Adamuz, Poblete, Loeches, and La Muela.

The inland terminals comprise the terminal storage stations at Loeches, La Muela, and El Arahal, and the pipelines which connect these stations with the storage IDAs at Torrejon, Zaragoza, and Moron air bases. The pipeline is connected with the petroleum sea terminal at Rota Naval Base.

2. Movement of products of the United States forces by means of the pipeline.

During the period in which the Agreement on Friendship, Defense and Cooperation is in force, Spain will guarantee to the United States the following services:

2.1 The movement and storage of normal necessities of fuels for the United States forces by means of the pipeline;

2.2 The functioning and maintenance of the pipeline;

2.3 The availability of expanded use of the pipeline to meet the needs of the United States forces in case of emergency.

3. Costs.

The operating and maintenance costs arising from the services set forth in Part I, Article 2 of this Annex will be subject to reimbursement of an agreed amount reviewed annually by the United States Air Force and the Defense Fuel Supply Center and appropriate Spanish agencies and modified as mutually agreed.

4. Priority of movement.

The movement of fuel supplies for the United States forces and the Spanish Armed Forces will have identical priority. Both movements will have preference with respect to the movement of CAMPSA's commercial products. The Spanish forces and the United States forces will make known their requirements one month in advance.

5. Control of quality and quantity.

The pipeline will be used for the movement of refined products only and in no case will crude products be moved through the pipeline. The quality and quantity control of products of the Spanish and United States forces moved through the pipeline will be the responsibility of CAMPSA, using standards and procedures previously agreed upon by the Mixed Technical Commission referred to in Part I, Article 13 of this Annex. Spanish and United States technical personnel will have the right of access to the pipeline and complementary installations to coordinate pipeline movements as well as quality and quantity tests.

6. Custody.

CAMPSA shall have custody of the products of the United States forces whenever they are in the pipeline or in the inland terminals.

7. Testing and measuring.

The products of the United States forces shall be tested and measured prior to their acceptance by CAMPSA, as well as after their delivery to the inland terminals. In measuring the quantity of the products of the United States forces accepted and delivered, correction shall be made to volume at 15 degrees Centigrade.

8. Delivery of products.

CAMPSA shall transport through the pipeline and deliver into storage IDAs at the bases of Moron, Torrejon, and Zaragoza the quantity of products accepted into its custody, except as otherwise provided in Part I, Article 9 of this Annex. The delivered products shall meet military specifications established in Handbook 200 and DOD Manual 4140.25. Delivery shall be accomplished in accordance with time schedules established by the Mixed Technical Commission.

9. Losses or contamination.

Products of the United States forces lost or contaminated while in CAMPSA custody shall be either replaced in kind by the Spanish Government or reimbursement therefor made to the United States forces based on the cost of the product to the United States forces. The Spanish Government shall not be liable for any loss or contamination of products of the United States forces caused by acts of God or war. Normal operational losses during the transport and storage of the quantities of products, as agreed to in the Mixed Technical Commission, shall be deducted when computing any possible fuel losses to be replaced by the Spanish Government.

10. Regulations concerning products stored in the inland terminals.

10.1 The aviation petroleum products stored in the tanks at El Arahal, La Muela and Loeches inland terminals will be considered as available for the United States and Spanish Air Forces, as mutually agreed.

10.2 The products stored in the terminals are subject to the following controls and inventory:

-- The tanks will be gauged before and after each receipt or issue and an inventory of the active tanks forwarded to the 16th Air Force (16AF) (USAFE) as of 0800 daily. Additionally, on the fifteenth and the end of each month, all tanks will be gauged and a complete inventory furnished to the Spanish Air Staff and to the 16AF Fuels Division.

-- CAMPSA will sample tanks in accordance with Handbook 200 and DOD Manual 4140.25. These samples will be forwarded for analysis to the Instituto Nacional de Tecnica Aeroespacial (INTA).

-- CAMPSA will be responsible for tank cleaning. All tanks must be physically entered and inspected by Spanish and United States Air Force tank inspectors once each three years and cleaned if required.

-- The gauges and filters at the fill stands must be calibrated and changed in accordance with existing regulations.

10.3 The appropriate Spanish and United States fuels management officers will coordinate with CAMPSA all movement of the products from the terminals to the bases. A projected weekly pumping schedule will be furnished to CAMPSA by the Spanish Air Staff and the 16AF Fuels Division for the coming 7-day period. Although every attempt will be made to adhere to the schedule, unforeseen changes may force the schedule to be modified. In these cases, CAMPSA must be able to provide continuous service. This schedule will be based on the provisions of Part I, Article 4 of this Annex and will maintain at least the base minimum as prescribed by current United States Air Force directives.

11. Ullage.

11.1 When determined to be available by the Mixed Technical Commission, ullage will be provided to CAMPSA in the terminal storage stations at Loeches, La Muela, and El Arahal, on a temporary basis to accommodate movements of products through the pipeline in an emergency or other unusual situation.

11.2 Because of potential damage to empty underground storage tanks due to water table levels, such ullage will be kept available in partially filled tanks.

11.3 The United States forces shall not be responsible for any CAMPSA product degradation resulting from the provision of ullage in these tanks.

11.3.1 If such ullage must be used to accommodate movements of products of the United States forces, the Spanish Government shall not be responsible for any degradation of products of the United States forces resulting from co-mingling of products.

11.3.2 If such ullage must be used to accommodate movement of products of the Spanish Armed Forces or CAMPSA, the Spanish Government shall be responsible for any degradation of product of the United States forces and shall replace in kind, or otherwise compensate the United States forces for such degradation.

12. Utilities for storage facilities.

Electrical power for the pump stations and the inland terminals at Loeches, La Muela, and El Arahal will be provided from commercial power sources and, in case of emergency, from the air bases.

13. Mixed Technical Commission.

13.1 Composition: To carry out the provisions of this Annex, a Mixed Technical Commission is established, composed of:

President: Chief of the 4th Division of Logistics of the joint staff of the Spanish Joint Chiefs of Staff;

United States members: Chief of the United States Navy Fuels Branch at Rota Naval Base; Chief of the 16AF Fuels Division at Torrejon Air Base;

Spanish members: One representative from each military service; two representatives of CAMPSA;

Secretary: Chief of the Department of Energy of the joint staff of the Spanish Joint Chiefs of Staff.

13.2 Responsibilities: To coordinate the requirements of the United States forces with those of the Spanish Government for utilization of the pipeline, inland terminals, fuel storage tanks, and the petroleum sea terminal.

Any disagreements of the Mixed Technical Commission will be brought to the attention of the PMAA.

PART II. Storage and Provision of Fuel

1. Authorizations for use and storage.

1.1 United States forces are authorized to use the following petroleum products IDAs:

1.1.1 Cartagena-San Pedro. Fuel storage depot with two tunnels which have six underground storage tanks and fifteen metal storage tanks, with related services including a pumping station and an underground emergency power plant, and a discharge/loading pier.

1.1.2 Rota Naval Base. Rota petroleum sea terminal including the bulk petroleum discharge/loading pier; twenty-eight large fuel tanks located at the southeast end of the base; nineteen miscellaneous tanks; the various pipelines connecting the piers with the various tanks, the tanks with each other and with the petroleum products pipeline described in Part I, Article 1 of this Annex; and the related services.

Storage tanks required for the issue of petroleum products to the terminals described in Part I, Article 1 of this Annex will be reserved.

1.1.3 Air bases. Petroleum products IDAs at Torrejon, Zaragoza, and Moron air bases.

1.2 United States forces are authorized to store petroleum products at the Spanish Navy petroleum installations at El Ferrol-La Grana according to quantities and tanks agreed to by both navies.

2. Availability of petroleum products.

2.1 The naval petroleum products stored in the installations at El Ferrol-La Grana, and in the IDAs at Cartagena-San Pedro and Rota Naval Base will be considered as available for the United States and Spanish navies, as mutually agreed.

2.2 The aviation petroleum products stored in tanks at the Rota Naval Base sea terminal will be considered as available for the United States forces and the Spanish Armed Forces, as mutually agreed.

3. Authorizations for use at air bases.

3.1 The aviation petroleum products stored in the tanks at the inland terminals will be available to both United States and Spanish Air Forces through the fuel IDAs at the air bases mentioned in Part II, Article 1.1.3 of this Annex on request and according to a schedule established by them.

When it is necessary for the United States Air Force to store or restock petroleum products in Spanish Air Force installations not mentioned in this Annex, it will submit a request to do so through the PMAA.

3.2 The schedule for the supply of aviation petroleum products to the United States and Spanish Air Forces at Moron, Torrejon and Zaragoza Air Bases will be established by agreement of the Spanish Air Staff and the Fuels Division of 16AF at Torrejon Air Base according to the requirements of the two air forces taking into account possible emergency situations.

3.3. The restockage of aviation petroleum products will be carried out by the United States and Spanish Air Forces at the Rota petroleum sea terminal in proportion to their consumption. Restockage for which the Spanish Air Force is responsible will be carried out by CAMPSA in accordance with a replacement-in-kind agreement with the United States Air Force.

4. Authorizations for use at the naval bases.

Responsibility for the operation, management, and maintenance of petroleum products IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex will be as follows:

4.1 Cartagena-San Pedro. The United States Navy is responsible for the operation, management, and maintenance of the petroleum products IDAs at Cartagena-San Pedro. The Spanish Navy and the United States Navy will jointly study the possibility of a transfer to the Spanish Navy of this responsibility at a mutually agreeable future date.

4.2 Rota Naval Base. The United States Navy is responsible for the operation, management, and maintenance of the Rota petroleum sea terminal. The Spanish Navy and the United States Navy will implement a program, the details of which will be agreed by the Commanding Admiral of Rota Naval Base and the Commander, United States Naval Activities Spain, to integrate Spanish Navy personnel into the administration of the Rota petroleum sea terminal with the purpose of training them in its operation to qualify them for a possible future transfer of responsibility to the Spanish Navy for the operation, management, and maintenance of the Rota petroleum sea terminal. The Spanish Navy and United States Navy will jointly prepare a program which will make possible the transfer of responsibility either because of the

expiration of the Agreement on Friendship, Defense and Cooperation or for any other reason which may be mutually agreed.

4.3 El Ferrol-La Grana. The Spanish Navy is responsible for the operation, management, and maintenance of the petroleum products installations at El Ferrol-La Grana.

4.4 The responsibility for operation, management, and maintenance of IDAs and installations includes the control of the quality and quantity of petroleum products as well as the implementation of technical and safety standards as agreed. Each navy will accomplish periodic inspections of its petroleum products under the custody and control of the other navy as required for the purposes of quality control and inventory verification, and will have a representative present at issue and receipt of its product if it desires.

4.5 A joint maintenance and readiness conference on petroleum products IDAs and installations will be convened on an annual basis for the purpose of recording material deficiencies and making recommendations for corrective action. The conference membership will consist of Spanish Navy and United States Navy members specifically appointed by their superiors.

4.6 Procedures for issue and receipt of petroleum products at the IDAs and installations will be agreed between the two navies.

4.7 There will be no accessorial surcharges between the two navies for the receipt, storage, and issue of petroleum products at the IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex.

5. Utilization of piers.

The following procedures will be observed:

5.1 The moorage and the use of the piers designated to serve the petroleum IDAs and installations authorized for use by the United States will be regulated according to a schedule prepared by the base Commander in conjunction with the Commander, United States Naval Activities Spain, in accordance with the needs of both navies. Normally, military ships or ships carrying military cargo will have priority over commercial ships.

5.2 Other piers which could be used indirectly for the movement of petroleum products to the storage IDAs and installations made available to the United States may be used when necessary as authorized by the base Commander.

5.3 Pier management at El Ferrol-La Grana and Cartagena-San Pedro, which will be a Spanish responsibility, will include the establishment of technical safety instructions.

6. Utilization of storage tanks at naval bases.

The Spanish Navy may store petroleum products for use by both navies in the IDAs mentioned in Part II, Articles 1.1.1 and 1.1.2 of this Annex on a schedule agreed upon by the United States and Spanish navies when such products are compatible with applicable United States military specifications.

When necessary for the United States Navy either to store or to refuel petroleum products in any Spanish Navy installation not mentioned in this Annex, a request will be made through the PMAA.

7. Utilization by CAMPSA of the Rota Naval Base receiving station.

The petroleum receiving station on the bulk petroleum discharge/loading pier included in the Rota petroleum sea terminal will be available for the use of CAMPSA, according to procedures mutually agreed by the Spanish Navy and the United States Navy and approved by the Spanish-United States Mixed Technical Commission. CAMPSA may also test for quality and quantity in the discharge of aviation products for replacement and of all products to be pumped through the pipeline.

At this receiving station, but not forming part of the IDAs granted to the United States forces, there is a 16-inch pipeline which connects the pier directly with CAMPSA fuel tanks located outside Rota Naval Base grounds, the utilization of which will also be governed by the above procedures.

8. Acquisition of products by the Spanish Navy.

The Spanish Navy may acquire for its use petroleum products from stocks owned by the United States Government at the IDAs and installations mentioned in Part II, Articles 1.1.1, 1.1.2, and 1.2 of this Annex at a price and on the conditions agreed to by appropriate authorities of both Governments, taking into account the provisions of Part II, Article 4.7, or by replacement in kind in accordance with United States military specifications.

9. Responsibilities at air bases.

9.1 The United States forces will be responsible for the operation, management, and maintenance of the petroleum products IDAs mentioned in Part II, Article 1.1.3 of this Annex. This responsibility includes the supervision and control of the quality and quantity of petroleum products from the point they are received at the IDAs from the terminals at El Arahal, Loeches, and La Muela, as well as the development and implementation of applicable technical safety instructions.

9.2 The Spanish and United States air forces will jointly study a program to qualify Spanish Air Force personnel to take over the IDAs mentioned in Part II, Article 1.1.3 of this Annex, either because of the expiration of the Agreement on Friendship, Defense and Cooperation or for any other reason which may be mutually agreed.

10. Operations and maintenance costs.

The costs of operation and maintenance of the petroleum products IDAs and installations mentioned in Part II, Article 1 of this Annex will be borne by the Government responsible for their operation, management, and maintenance.

PART III. Utilization of the Tarragona-Zaragoza Pipeline

The potential use by the United States forces of the Tarragona-Zaragoza pipeline shall be subject to arrangements between the appropriate United States and Spanish authorities, through the PMAA.

COMPLEMENTARY AGREEMENT THREE

Cooperation in Defense Support

ARTICLE 1

Pursuant to Article Two of the Agreement on Friendship, Defense and Cooperation, the Government of the United States recognizes the need for modernization of the Spanish Armed Forces for the common defense as well as the financial and technical efforts of the Government of Spain to achieve this objective. In order to cooperate in these efforts, the Government of the United States is committed to use its best efforts to provide defense support for the Government of Spain on the best terms possible.

ARTICLE 2

The Government of the United States, pursuant to Article 1 of this Complementary Agreement and within the framewcrk of a general provision to contribute to the modernization of the Spanish Armed Forces within the period the Agreement on Friendship, Defense and Cooperation is in force, and subject to the annual authorizations and appropriations contained in United States security assistance legislation, shall provide defense support to the Government of Spain in the highest amounts, the most favorable terms, and the widest variety of forms (including, when available, surplus and excess defense articles), as may be lawful and feasible.

ARTICLE 3

The cost of defense articles and services which the United States may provide to Spain, whether financed under the Foreign Military Sales financing program or by other means, will be computed in the manner most favorable to Spain permitted by United States legislation, including consideration of waivers of charges for research, development, and production costs and for use of plant and production equipment.

ARTICLE 4

In its deliveries of defense articles to Spain under this Complementary Agreement, the United States will take into account the urgent needs of the Spanish Armed Forces and will afford such articles a sufficiently high priority to assure their earliest possible receipt by Spain. This priority shall be applied without regard to the means of payment for such articles.

ARTICLE 5

Continuity of support for materiel through the United States armed forces logistical system shall be in accordance with such conditions specified in the letters of offer and acceptance pertaining to the materiel involved in each case.

ARTICLE 6

The appropriate authorities of the United States armed forces and the Spanish Armed Forces shall consult regarding the further development of the Spanish Aircraft Control and Warning Net.

ARTICLE 7

The appropriate authorities of the United States armed forces and the Spanish Armed Forces shall consult with a view toward enlarging the piers and corresponding services at Rota Naval Base for the use of both these forces. Costs of mutually agreed projects shall be shared as decided by the Parties.

ARTICLE 8

The appropriate authorities of the United States armed forces and the Spanish Armed Forces shall consult with a view toward determining other mutually beneficial joint-use projects. Costs of such agreed projects shall be shared as decided by the Parties.

ARTICLE 9

9.1 Recognizing the desirability of associating the defense support program referred to in Article 1.2 of this Complementary Agreement as effectively as possible with the modernization program of the Spanish Armed Forces, the Parties agree that the closest

cooperation and coordination shall be maintained by the United States Military Assistance and Advisory Group (MAAG) and the corresponding sections of the General Staffs of the Spanish forces.

9.2 To this same end, when the nature of the subject to be considered makes it advisable, the Chief of MAAG shall meet with the appropriate General Officer of the Joint Military Command of the Spanish Joint Chiefs of Staff. In these meetings, the Chief of MAAG shall make such recommendations as he considers desirable for the implementation of the defense support program and the resolution of problems. These recommendations may include information on availability of defense articles from production or stocks, including excess and surplus materiel, and prices which may be applicable.

9.3 When desirable, cooperation carried out in the defense support program may also be implemented at other staff levels as well as within the mechanisms mentioned in Complementary Agreement One.

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ARTICLE 10

This Complementary Agreement will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Morca.

COMPLEMENTARY AGREEMENT FOUR

Defense Industrial Cooperation

PREAMBLE

The Government of the United States of America and the Government of Spain, hereinafter referred to as the "Governments":

Intending to increase their respective defense capabilities through more efficient cooperation in the areas of research and development, production, procurement and logistic support of defense equipment, in order to:

- Make the most cost-effective and rational use of the resources allocated to defense;
- Promote the widest possible use of standard or interoperable equipment; and
- Develop and maintain an advanced technology capability for the North Atlantic Alliance, and particularly with respect to the Parties to this Agreement;

Noting the substantial purchases of defense items by Spain from the United States and the purchase of defense items from Spain by the United States, and recognizing the desirability of working toward an equitable balance in defense trade between the two countries;

Recognizing that suppliers in each country should be afforded the opportunity to compete, on a reciprocal basis, for the procurement of defense products, equipment, materials and services, hereinafter referred to as "defense items and services";

Seeking to improve the present situation and to strengthen their military capability and economic position through the mutual acquisition of standard or interoperable equipment and to achieve the above aims;

Enter into this Agreement, which sets out the guiding principles governing mutual cooperation in research and development, production, procurement and logistic support of conventional defense equipment.

ARTICLE 1

Principles Governing Mutual Defense Cooperation

1.1.1 Both Governments will take immediate steps to achieve and maintain an equitable balance in their exchanges, in terms of the value of contracts and technological levels, to the maximum practicable extent consistent with their national policies. An equitable balance, in principle, shall be achieved when the two Governments have implemented all practicable means at their disposal to maximize defense research and development (R&D) cooperation and reciprocal procurement to the extent compatible with the nature of each country's technological and industrial base.

1.1.2 Both Governments will make their best efforts to facilitate defense R&D cooperation, coproduction of defense equipment and provision of opportunities to compete for procurement of defense items and services to include systems, subsystems, components, and spare parts at all technological levels.

1.1.3 In order to assess the mutual flow of defense procurement, the Governments have jointly determined counting procedures which are set down in Annex 1 to this Agreement, and which will apply to all defense items and services purchased by them directly or through their respective industries under this Agreement. Defense items and services are those items and services which may be procured utilizing appropriated funds of the United States Department of Defense or budgeted funds of the Spanish Ministry of Defense.

1.2 The Governments will, consistent with their relevant laws and regulations, give full and prompt consideration to all requests for cooperative R&D, and to all requests for production and procurement which are intended to enhance standardization and/or interoperability within the Atlantic Alliance.

1.3 In the interests of standardization and the effective utilization of scarce resources, each Government shall, to the extent possible, adopt qualified defense items that have been developed or produced in the other country to meet the requirements of the Government of such country.

1.4 Each Government shall from time to time notify the other Government of defense items that may not be acquired by the notifying Government from other than domestic sources, as well as those defense items that may be particularly suitable for acquisition by the other Government.

1.5 Both Governments will provide appropriate policy guidance and administrative procedures within their respective defense acquisition organizations to achieve and maintain the equitable balance mentioned in Article 1.1.1 of this Agreement, as well as the other aims of this Agreement.

1.6 Competitive contracting procedures shall normally be used in acquiring items of defense equipment developed or produced in each country for use by the other country's defense establishment.

1.7 Both Governments agree that consistent with and to the extent permitted by national laws and regulations, mutually agreed implementing procedures will incorporate the following:

1.7.1 Barriers to defense industrial cooperation including those to procurement of defense items developed or produced in the other country shall be removed. Specifically, offers or proposals of defense items produced in or defense services provided by each country will be evaluated without applying price differentials under "buy national" laws and regulations, and without applying the cost of applicable import duties;

1.7.2 Each country will give full consideration to all qualified sources in the other country. In addition, each country will give full consideration to all applications for qualification by sources in the other country;

1.7.3 Offers or proposals will be required to satisfy requirements of the purchasing Government concerning performance, quality, delivery and costs;

1.7.4 Provisions for duty-free certificates and related documentation;

1.7.5 Arrangements concerning quality control and audits of incurred costs and price proposals.

1.8 Both Governments will review defense items and services submitted as candidates for their respective requirements. They will indicate requirements and proposed purchases in a timely fashion, in accordance with national regulations, to ensure adequate time for their respective industries to qualify as eligible suppliers and to submit a bid or proposal.

1.9 Technical Data Packages (TDPs) shall not be transferred between the two countries without the written permission of those owning or controlling any associated proprietary rights. Each Government will ensure that any TDPs which it may receive from the other are not used for any purpose other than for the purpose of offering or bidding on or performing a prospective defense contract, without the prior written

agreement of those owning or controlling proprietary rights, and that full protection shall be given to such proprietary rights, or to any privileged, protected, or classified data and information they contain.

1.10.1 Transfers to third parties of defense articles or technical data made available under this Agreement, and of articles produced with such data, will be subject to the prior written agreement of the Government that made available the defense articles or technical data, except as otherwise provided in particular arrangements between the two Governments or in multilateral agreements to which both Governments are parties.

1.10.2 Each Government will base its decisions regarding requests by the other for agreement to third party transfers on its laws, regulations and policies. Each Government will use the same criteria for proposed transfers by the other as it uses for itself, and will not reject, solely in the pursuit of its own national commercial advantage, a request from the other for a third country transfer of such defense articles or technical data.

1.11 Both Governments will use their best efforts to assist in negotiating licenses, royalties and technical information exchanges with their respective industries or other owners of such rights. Consistent with its laws and regulations, each Government will

make available to the other all information necessary to implement cooperative arrangements under this Agreement. To the extent feasible, both Governments will seek an understanding with their respective industries that, in the interest of standardization and defense industrial cooperation, proprietary rights in defense-relevant information and data can be transferred by appropriate arrangements between the industries of the two countries.

1.12 Arrangements and procedures will, at the request of the purchasing Government, be established concerning follow-on logistic support for items of defense equipment purchased pursuant to this Agreement. Each Government will make its defense logistic systems and resources available to the other for this purpose as required and mutually agreed.

1.13 To the extent consistent with their respective laws and regulations and on the basis of reciprocity, each Government will waive its claims for reimbursement from the other with respect to non-recurring research, development, and production costs.

ARTICLE 2

Implementing Procedures

2.1 Both Governments agree to create a Joint United States-Spanish Committee for Defense Industrial

Cooperation to which they will appoint representatives who will develop terms of reference for this Committee and procedures for implementing this Agreement. Such implementing procedures are included in Annex 1 to this Agreement.

2.2 The Under Secretary of Defense for Research and Engineering will be the responsible authority in the United States Department of Defense for the development of implementing procedures under this Agreement.

2.3 The Director General de Armamento y Material of the Ministry of Defense will be the responsible authority of the Government of Spain for the development of implementing procedures under this Agreement.

ARTICLE 3

Industry Participation

3.1 Implementation of this Agreement will involve maximum industrial participation. Notwithstanding the governmental procedures to facilitate the implementation of this Agreement, it will be the basic responsibility of the industries in each country to identify and advise their Government of their respective capabilities for cooperation and to carry out the supporting actions to bring industrial participation to consummation.

3.2 Each Government will be responsible for calling to the attention of its relevant industries the basic understanding of this Agreement and the appropriate implementing guidance. Both Governments will take all necessary steps to ensure that their industries comply with the regulations pertaining to security and to safeguarding classified information.

3.3 The Governments will arrange that their respective defense acquisition organizations are made familiar with the principles and objectives of this Agreement, and will assist sources in the other country to obtain information concerning proposed purchases, necessary qualifications and appropriate documentation.

3.4 To encourage the exchange of information in accordance with the purpose of this Agreement, each Government will, pursuant to its national laws and regulations, take action to facilitate participation by properly cleared officials and representatives of the other country in informational symposia, program briefings and prebid conferences, as well as access to publications and visits to installations.

ARTICLE 4

Security

4.1 Security arrangements under this Agreement will be subject to any subsequent security agreements entered into by the Governments. Until such security arrangements are agreed, the following provisions will apply:

4.1.1 To the extent that any items, plans, specifications, or information furnished in connection with the implementation of this Agreement are classified by the furnishing Government for security purposes, the other Government shall maintain a similar classification and employ security measures equivalent to those employed by the classifying Government.

4.1.2 Information provided by either Government to the other on condition that it remain confidential shall either remain in its original classification or be assigned a classification that ensures protection against disclosure equivalent to that required by the other Government. To assist in providing the desired protection, each Government will mark such information furnished with a legend indicating the origin of the information, that the information relates to this Agreement, and that the information is furnished in confidence.

4.1.3 Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

4.1.4 The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or disclosed to unauthorized persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

ARTICLE 5

Defense Production Projects

5.1 The Government of the United States shall use its best efforts to furnish the Government of Spain such assistance as may be mutually agreed upon in light of the latter's priorities for the development, production, maintenance, repair and overhaul of Spanish defense equipment and materials, including arms and ammunition.

5.2 As a contribution to increasing the productive capacity of the Spanish military industry, defense production projects shall be designated by mutual agreement. A list of those projects under consideration shall be developed as soon as feasible; this list shall become part of this Agreement. Each Government shall from time to time notify the other of defense

industrial cooperation projects it considers particularly suitable for addition to the list. These projects may be carried out by Spain alone, or as cooperative joint production projects by Spain and the United States, or as multilateral projects with the participation of one or more NATO countries as mutually agreed.

5.3 The Government of the United States will provide to the Government of Spain, or will assist the Government of Spain to obtain, wherever possible at no cost, or on terms no less favorable than those extended by the Government of the United States to other NATO countries, the industrial property rights requested by the Government of Spain to develop its own defense production or to promote standardization and interoperability of equipment manufactured in Spain with that of the United States, and with other members of the NATO Alliance.

5.4 In accordance with the objectives set forth in Article 1.1.1 of this Agreement and the other goals of this Agreement, the Governments may enter into specific Government-to-Government or Government-to-industry agreements for cooperation in developing, producing, coproducing or procuring defense items.

ARTICLE 6

Administration

6.1 The United States-Spanish Joint Committee for Defense Industrial Cooperation will be co-chaired by the authorities referred to in Article 2 of this Agreement, or their designated representatives. The Committee will meet as agreed at the request of either Government, but a minimum of once a year to review progress in implementing this Agreement. It will discuss the research, development, production, procurement and logistics support needs of each country and the likely areas of cooperation; develop the list of defense industrial cooperation projects mentioned in Article 5.2 of this Agreement; agree to the basis of and keep under review the financial statement referred to in Article 6.3 of this Agreement; and consider any other matters relevant to this Agreement.

6.2 Each Government will designate points of contact at the Ministry/Department of Defense level, in each purchasing Service/Agency under the Ministry/Department of Defense, and with other Government Departments and Agencies as appropriate.

6.3 An annual United States-Spanish statement of the current balance and long-term trends of R&D cooperation, production, and purchases between the two countries will be prepared on a basis to be mutually agreed.

ARTICLE 7

Effect of Termination

7.1 Notwithstanding the expiration or termination of this Agreement, any contract entered into consistent with the terms of this Agreement will continue in effect, unless the contract is terminated in accordance with its own terms.

7.2 Articles 1.9, 1.10 and Article 4 of this Agreement will continue in full force and effect after, and notwithstanding the expiration or termination of this Agreement.

ARTICLE 8

Entry into Force

8.1 This Agreement, including its Annexes, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

8.2 Supplementary protocols which may be negotiated by the responsible officials and approved by the appropriate Government authorities will be incorporated in this Agreement and made an integral part thereof.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Urea.

COMPLEMENTARY AGREEMENT FOUR

Defense Industrial Cooperation

ANNEX I

Principles Governing Implementation

ARTICLE 1

Introduction

This Annex sets forth the procedures agreed upon by the Governments of the United States and Spain to implement Complementary Agreement Four, hereinafter referred to as "The Agreement," to the Agreement on Friendship, Defense and Cooperation between the two countries.

ARTICLE 2

Major Principles

2.1 Each Government will consider for its defense requirements qualified defense items and services developed or produced in the other country.

2.2 The responsible Government authorities in each country will assist sources in the other country to obtain appropriate information concerning:

2.2.1 Plans and programs for research, development, production and acquisition of defense items and services.

2.2.2 Requirements for the qualification of sources.

2.2.3 Specifications and quality assurance standards.

Both Governments will respond promptly to requests for information that comply with their respective regulations and procedures. However, notwithstanding the governmental procedures established to facilitate the Agreement, it will be the responsibility of Government and/or industry representatives in each country to acquire information concerning the other country's research, development and procurement plans and to respond to solicitations in accordance with the prescribed acquisition regulations and procedures of the purchasing country.

ARTICLE 3

Actions

3.1 Both Governments will review and, where considered necessary, revise policies, procedures and regulations to ensure that the principles and objectives of the Agreement, which are intended to be compatible with the broad aims of NATO standardization and interoperability, are taken into account. Recognizing that factors such as delivery date requirements for supplies, the interests of security, and the timely conduct of the contracting process must be considered, both Governments agree that the following measures will be taken to ensure free and full competition for the award of contracts:

3.1.1 Ensure that, as a minimum, the following entities are familiar with the principles, objectives and terms of the Agreement:

- Their respective defense planning, programming, and contracting offices.
- Their respective offices responsible for defense imports and exports.
- Their respective agencies and industries responsible for the research, development, and production of defense items and/or services.

3.1.2 Ensure that, consistent with national laws and regulations, offers of defense items developed and/or produced in the other country will be evaluated without applying to such offers either price differentials under "buy-national" laws and regulations or the cost of import duties.

3.1.3 Consistent with national laws and regulations, provisions will be made for duty-free entry certificates and related documentation.

3.1.4 Assist industries in their respective countries to advise the other Government of their capabilities, and assist such industries in carrying out the supporting actions to maximize industrial participation in the implementation of the Agreement.

3.1.5 Consider defense items and services offered by the Government or industry of the other country as candidates for their respective

requirements. Identify specific requirements and proposed purchases to the other country in a timely fashion to ensure that agencies and industries of such country are afforded adequate time to be able to participate in the research, development, production, and procurement processes.

3.1.6 Use their best efforts to assist in negotiating licenses, royalties, and technical information exchanges among their respective industries, and research and development institutes.

3.1.7 Permit the sale of defense equipment produced under license, coproduction agreements and/or joint development projects to allied countries and to appropriate third countries, subject to the policy outlined in Article 1.10 of the Agreement. Each agreement for a joint development or coproduction will address transfers of items or technology to allied or third countries.

3.1.8 Ensure that those items and services excluded from consideration under the Agreement for reasons of protecting national requirements, such as the maintenance of a defense mobilization base, are limited to a small percentage of total annual defense acquisition spending. Such items and services, together with those that must be excluded from consideration under the Agreement because of legally imposed restrictions on acquisition from non-national

sources, will be identified as soon as possible by the Department of Defense as well as by the Ministry of Defense. Lists of these items and services will be prepared and kept under review at this level.

3.1.9 Pursuant to its national laws and regulations, facilitate arrangements for visits by properly cleared Government officials and industry representatives of the other country to explore and actively promote cooperation possibilities for research, development, production, procurement and logistic support of defense equipment.

3.2 Both Governments will ensure that their respective actions under the Agreement in working toward an equitable balance in defense trade, take into consideration the level of technology involved as well as the contractual value of the items being purchased.

ARTICLE 4

Counting Procedures

4.1 The purchases and other transactions to be counted against the goals of the Agreement will be identified jointly by the Department of Defense and Ministry of Defense. In principle, all defense items and services purchased by the Department of Defense or Ministry of Defense from the other country will be counted as long as such purchases meet the following criteria:

4.1.1 Direct purchases by the Department of Defense or Ministry of Defense, including their respective agencies, one from the other.

4.1.2 Purchases by either the Department of Defense or Ministry of Defense from the industry of the other country. When such purchases involve offset agreements between the Government of either country and the industry of the other country, the amount of such offset shall be applied in calculating the balance.

4.1.3 Purchases by industry from the Government or industry of the other country in the framework of Government defense contracts.

4.1.4 Purchases by a third country government from the Government of the United States or the Government of Spain or the industry of either country when either of the following circumstances occur:

- The sale requires the prior agreement of the non-vendor Government.
- The sale is a direct result of the promotional efforts by the Government or industry of the non-vendor country, which fact has been previously acknowledged and agreed by the vendor party.

4.1.5 Acquisitions by either country of defense items or services resulting from projects jointly funded by both countries.

4.1.6 License fees, royalties and other associated income resulting from orders placed by the Department of Defense or the Ministry of Defense and/or industry in one country with a licensed company in the other country; or in Department of Defense-Ministry of Defense transactions.

4.1.7 Transfers of technology, and production, testing and quality control equipment required to achieve the goals of the Agreement.

4.1.8 Contributions by one country in research, development and demonstration programs in the other country that have been agreed by both Governments.

4.1.9 Purchases of non-defense items and services by the Government or industry of either country from the Government or industry of the other, provided that both Governments agree that any particular purchase is to be counted against the goals of the Agreement.

4.2 The following transactions will not be counted:

4.2.1 Maintenance and logistic support activities in either country under contracts in effect before the effective date of the Agreement.

4.2.2 Any transaction being carried out under contracts and agreements in effect before the effective date of the Agreement.

4.2.3 Operational expenses of either Government to achieve the goals of the Agreement.

4.3 Transactions listed in Article 4.1 of this Annex, and any others that both Governments agree, will be credited in the following manner:

4.3.1 At the value of the contract on its effective date.

4.3.2 Purchases by third countries of defense items or services from the Government of the United States or the Government of Spain or the industry of either country as described in Article 4.1.4 of this Annex, will be credited as a sale by the non-vendor country, as follows:

- When authorization by the non-vendor Government is required; only the value of the item(s) directly related to the authorization will be credited.
- When the sale is the direct result of promotional efforts by the Government or industry of the non-vendor country; only the value of parts, subassemblies, assemblies, equipment and services supplied by either the Government of the United States or the Government of Spain or their respective industries will be credited.

4.4 The following transactions will be credited in the manner and amounts agreed by both Governments:

- License fees, royalties, and any other income resulting from transfers of technology, and production, testing and quality control equipment between both countries.
- Orders placed by the Department of Defense or the Ministry of Defense and/or industry in one country with a licensed company in the other country, or from Department of Defense-Ministry of Defense transactions.
- Contributions by one country in research, development and demonstration programs in the other country.

4.5 Transactions will be credited according to the exchange rate of the respective currencies on the effective date of the transaction.

4.6 Each Government will prepare an annual counting report. These reports will summarize the data counted pursuant to each of the categories above. Supporting data for each category included in the summary will indicate the item supplied, the parties to the transaction, transaction date, and credited value. Both Governments will exchange the summary reports and supporting data sufficiently in advance of the annual meeting to permit review and comment or agreement by the other at least two (2) weeks prior to the meeting. Any disagreement concerning the reports will be settled by the Joint Committee established pursuant to Article 2.1 of the Agreement.

ARTICLE 5

Administration

5.1 Each Government will designate points of contact at their respective Ministry/Department of Defense levels, as well as within other relevant departments and agencies, for the purpose of carrying out those actions necessary to implement the Agreement.

5.2 The Joint Committee for Defense Industrial Cooperation will be responsible for the general administration of the Agreement. Its terms of reference are contained in Annex 2 to the Agreement.

5.3 Quality assurance procedures outlined in STANAGS 4107 and 4108 will apply, unless other provisions are mutually agreed to on any specific contract. Reimbursement for services provided shall be afforded in accordance with the national laws and regulations of each country.

COMPLEMENTARY AGREEMENT FOUR

Defense Industrial Cooperation

ANNEX 2

Terms of Reference and Actions of the Joint Committee for Defense Industrial Cooperation

ARTICLE 1

The United States-Spanish Joint Committee for Defense Industrial Cooperation, hereinafter called "the Committee", referred to in Article 2.1 of Complementary Agreement Four, hereinafter referred to as "the Agreement", will be co-chaired by and will operate under the direct responsibility of the authorities from both Governments cited in Articles 2.2 and 2.3 of the Agreement. It will be the main body responsible for implementation of the Agreement.

ARTICLE 2

To this end, the Committee will meet not less than once in each calendar year as agreed upon by the co-chairmen. The meetings will be devoted to reviewing the progress in implementing and accomplishing the Agreement. In particular, it will review progress in removing obstacles to achievement of the Agreement goals, and the effectiveness of definite actions that may be mutually agreed to reach these goals. Furthermore, the Committee will:

2.1 Discuss each country's requirements of research, development, production, procurement and logistic support of defense items, as well as the evaluation of possible areas for cooperation and activities to be jointly developed.

2.2 Exchange information as to the way the stipulations of the Agreement have been implemented and carried out, and, if need be, prepare proposals for amendments to the Agreement and/or its Annexes.

2.3 Develop guidance for the preparation of the annual counting report on the trade balance; approve the report and formulate conclusions and recommendations from it, to include any long-term trends which may be established.

2.4 Consider any other matters relevant to the Agreement.

ARTICLE 3

The Committee will alternately meet in Spain and in the United States. In its first meeting it will appoint two Secretaries, one for each country, who will jointly prepare the agenda for the following meeting. The country in which a particular meeting takes place will provide the secretarial services for it. English and Spanish will be the working languages and each Government will cover the expenses for translating into its language the documents provided by the other

Government in its language. The Committee will prepare its own internal procedures which will be approved in its meeting records.

COMPLEMENTARY AGREEMENT FIVE

Status of United States Forces in Spain

PREAMBLE

For the purpose of supplementing the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed at London on 19 June 1951, hereinafter referred to as the "Status of Forces Agreement",[1] the Governments of the United States and Spain have agreed as follows with respect to United States forces in Spain:

ARTICLE 1

Definitions

1.1 The term "civilian component" as defined in Article I, paragraph 1(b) of the Status of Forces Agreement shall also mean employees of a non-Spanish and noncommercial organization agreed upon by the Joint Committee for Politico-Military Administrative Affairs, who are nationals of or ordinarily resident in the United States and who, solely for the purpose of contributing to the welfare, morale, or education of the force, are accompanying those forces in Spain.

1.2 The term "dependent" as defined in Article I, paragraph 1(c) of the Status of Forces Agreement, shall also include a parent of a member of the force or its civilian component, or of the spouse of such a member,

[1] TIAS 2846; 3 UST 1792.

who is financially or for reasons of health dependent upon and supported by such a member, who shares the quarters occupied by such a member and who is present in Spain with the consent of the military authorities of the United States. Upon approval by the Joint Committee for Politico-Military Administrative Affairs, other family members may be included in this provision as dependents when warranted by special circumstances.

1.3 The definition of the term "duty" in Article XI, paragraph 12 of the Status of Forces Agreement shall apply wherever that term is used in this Agreement in connection with an importation or exportation.

1.4 The term "local labor personnel" as used in this Agreement and its Annex 2 means persons, other than members of the force, the civilian component, dependents, and persons referred to in Article 8.1 of Annex 2 of this Agreement, engaged in labor activity at the service of the United States forces on Spanish military bases or establishments.

ARTICLE 2

Entry and Exit

2.1 In accordance with current practices and unless otherwise mutually agreed, the Spanish Government waives its authority under Article III, paragraph

2(b) of the Status of Forces Agreement to require countersignature of movement orders.

2.2 The Spanish Government shall not require visas for entry into and departure from Spain for members of the civilian component and dependents. Spanish authorities shall make the annotations required by Spanish law in the passports of such persons.

2.3 Members of the force, the civilian component, and their dependents shall be exempt from registration and control as aliens.

2.4 The Commander of the base or establishment in which there are IDAs shall establish, in collaboration with the Commander of the United States Forces, the necessary controls and procedures to comply with the provisions in Articles 2.1 and 2.2 of this Agreement.

2.5 During their stay in Spain, members of the force, the civilian component, and their dependents will prove their status with either the documentation provided for in Article III of the Status of Forces Agreement, or by a special identification card issued by the United States military authorities according to a standard bilingual form communicated to the Joint Committee for Politico-Military Administrative Affairs. The above documentation shall be valid in Spanish territory.

TIAS 10589

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ARTICLE 3

Drivers' Licenses

3.1 With respect to the provisions of Article IV of the Status of Forces Agreement, members of the force, the civilian component, and dependents holding valid drivers' licenses issued by a competent authority of the United States shall receive Spanish drivers' licenses. These licenses shall be issued free of charge by the competent provincial Jefatura de Trafico, without test.

3.2 The applicant will complete an application form giving his personal identification data, to which he will attach two carnet-size photographs, his United States driver's license, and such other information as the Joint Committee for Politico-Military Administrative Affairs may determine is required. This form will be sent to the competent provincial Jefatura de Trafico, which shall issue, without fees, within a two-week period, a Spanish driver's license of a type corresponding to the United States license held by the applicant. At the same time, the applicant's United States license shall be returned to him.

3.3 While the application for a Spanish driver's license is being processed, the applicant shall be entitled to operate a motor vehicle on the basis of a duly certified Spanish translation of his United States license.

3.4 Spanish drivers' licenses issued in accordance with this Article will remain valid for the period of time provided by Spanish law, and shall be renewed free of charge and without test, as necessary to assure validity, for the duration of the bearer's assignment in Spain. Upon the termination of the bearer's assignment in Spain, the license shall be returned to the Jefatura Central de Trafico of the Ministry of the Interior in Madrid through the Joint Committee for Politico-Military Administrative Affairs. The Spanish drivers' licenses referred to in this Article shall be subject to such temporary or permanent withdrawal measures as may be decided by the Spanish Government or judicial authorities in accordance with current laws, as a consequence of traffic violations committed by the licensees.

3.5 Operators of United States Government vehicles must possess valid United States military drivers' licenses, together with a Spanish translation thereof. No Spanish driver's license will be required for the operation of such vehicles by members of the force or of the civilian component in Spain.

ARTICLE 4

Criminal Jurisdiction

4.1 In accordance with the provisions of Article VII, paragraph 3(c) of the Status of Forces Agreement, Spain recognizes the particular importance of disciplinary control by the United States military authorities over the members of the force, which has an effect upon operational readiness, and therefore Spanish authorities, except in cases of particular significance to them, will exercise their right to waive their primary jurisdiction upon request of the United States authorities, in accordance with the procedures specified in Article 4.2 of this Agreement.

4.2 Requests by the United States authorities for a waiver of the Spanish right to primary jurisdiction shall be processed in accordance with the following procedures:

4.2.1 A request for waiver of jurisdiction shall be presented to the Joint Committee for Politico-Military Administrative Affairs within a period of thirty (30) days following the date the United States military authorities become aware of the initiation of proceedings against an accused.

4.2.2 The request shall be reviewed by the Joint Committee for Politico-Military Administrative Affairs which shall submit a recommendation to the appropriate Spanish authorities within fifteen (15) days.

4.2.3 The appropriate Spanish authorities shall make a decision on the request within thirty (30) days of receipt.

4.2.4 If Spanish authorities do not waive their jurisdiction, the case will be given preferential treatment to obtain a decision in the shortest possible time.

ARTICLE 5

Official Duty Certificates

5.1 When a member of the force or of the civilian component is charged with an offense by the Spanish authorities, the military authorities of the United States, if the circumstances warrant, will issue a certificate verifying the fact that the alleged offense arose out of an act or omission done in the performance of official duty. The certificate will be transmitted to the appropriate Spanish authorities, by whom it will be considered sufficient evidence of such fact unless there is proof to the contrary.

5.2 In the event the appropriate Spanish authorities have a doubt concerning the certificate it will be reviewed by the Joint Committee for Politico-Military Administrative Affairs, which shall submit a recommendation to those authorities within thirty (30) days.

ARTICLE 6

Custody and Access

6.1 The custody of a member of the force over whom Spanish jurisdiction is being exercised shall be entrusted to the military authorities of the United States, who will assume the corresponding responsibility, at their request and within their own powers, until the conclusion of judicial proceedings.

6.2 During the period of custody, the United States military authorities shall give full consideration to the decisions of the Spanish judicial authorities regarding conditions of custody.

6.3 The United States military authorities shall guarantee the immediate appearance of these persons before the competent Spanish judicial authorities in any proceedings that may require the presence and, in any case, the appearance of such persons at the trial. In the event Spanish judicial proceedings are not completed within one year, the United States military authorities shall be relieved of any obligations under this paragraph. This one year period will not include the time necessary for appeal.

6.4 In criminal proceedings in Spanish courts against a member of the force, the following rules shall apply:

6.4.1 If the court decrees provisional liberty without bail, the guarantees of Article 6.3 of this Agreement will satisfy the obligation of periodic reporting called for in Spanish laws.

6.4.2 If the court decrees provisional confinement without bail or the bail decreed has not been provided, the United States military authorities may, if they have the appropriate powers, maintain the custody with restriction of movement and effective vigilance. In this event, the time served in custody under these circumstances may be credited against any sentence to confinement eventually adjudged.

6.4.3 If the court accepts bail from said member, the military authorities shall be relieved of all responsibility for custody in accordance with the provisions of this Article.

ARTICLE 7

Confinement and Visitation

Confinement imposed by a Spanish court upon members of the force, the civilian component, or dependents, shall be served in Spanish penal institutions agreed upon for that purpose by the Joint Committee for Politico-Military Administrative Affairs with the General Directorate of Penal Institutions, among those established for the custody level assigned to the prisoner. The Spanish authorities fully guarantee to the authorities of the United States the right to visit such persons at any time and to provide them with such material assistance as the authorities of the United States deem appropriate, in accordance with the pertinent Spanish prison regulations.

ARTICLE 8

Discipline

8.1 The military authorities of the force are responsible for the maintenance of discipline over members of the force.

8.2 In furtherance of the maintenance of discipline, United States military authorities may, in coordination with the Commander of the base or establishment, establish military police or shore patrol units on the bases or establishments where United States forces are located, under regulations which will be furnished to the Joint Committee for Politico-Military Administrative Affairs for coordination and review. United States military authorities may also authorize the use of such units in communities near military bases or establishments, in cooperation with local police officials, under regulations agreed to by the Spanish and United States military authorities. These regulations will also be furnished to the Joint Committee for Politico-Military Administrative Affairs for coordination and review.

ARTICLE 9

Claims

9.1 Members of the force and of the civilian component shall not be subject to suit before Spanish courts or authorities for claims arising out of acts or

omissions attributable to such persons done in the performance of their official duties, to the extent that such suit deals with the civil liabilities arising from the offense. Such claims may be presented to the Spanish military administration and processed according to the provisions contained in Article VIII of the Status of Forces Agreement.

9.2 If it should be necessary to determine the applicability of Article 9.1 of this Agreement, the military authorities of the United States may issue an official certificate stating that a certain act or omission of a member of the force or of the civilian component took place during the performance of his official duties. The Spanish authorities will accept such certificate as sufficient proof of the performance of official duty. When in a particular case the Spanish authorities consider that a certificate of official duty requires clarification, it shall be the subject of expeditious review by the Joint Committee for Politico-Military Administrative Affairs.

9.3 As used in this Article, the term "civilian component" includes local labor personnel acting in the performance of official duty assigned by the United States forces. This term does not include contractors of the United States, and the employees of such contractors, nor members of the civilian component not employed by the United States forces.

9.4 In case of exercises or maneuvers in Spain, authorized by the Government of Spain in which only United States forces participate, claims for damage or injury to persons or property in Spain shall be adjudicated and settled in accordance with Article VIII of the Status of Forces Agreement. However, for authorization of exercises or maneuvers not related to NATO the United States may also be asked to pay a contribution for the administrative costs incurred by the Spanish Government for those exercises in an amount to be agreed upon by the Joint Committee for Politico-Military Administrative Affairs.

ARTICLE 10

Personal Tax Exemptions

10.1 With respect to Article IX of the Status of Forces Agreement, except as provided in this Article, the acquisition of goods and services in the Spanish market by members of the force or of the civilian component or by dependents for personal purposes shall be subject to applicable Spanish taxes. Members of the force and of the civilian component, however, shall not be liable to pay any tax to the Spanish state, autonomous agencies or Spanish local entities on the ownership, possession, use, transfer amongst themselves, or transfer by death of their tangible movable property imported into Spain or acquired there for their

personal use. However, the second motor vehicle owned by a member of the force, or of the civilian component, shall be subject to the Spanish circulation tax.

10.2 The exemption from taxes on income provided by Article X of the Status of Forces Agreement shall also apply to income received by members of the force or of the civilian component from employment with the organizations referred to in Article 17 of this Agreement and to income derived from sources located outside of Spain.

10.3 The exemption from taxes on income provided by Article X of the Status of Forces Agreement shall not apply to other income from sources in Spain that would otherwise be taxable under Spanish law.

ARTICLE 11

Official Importation,

Exportation and Local Purchase

11.1 With reference to Article XI of the Status of Forces Agreement, the importation of materiel, equipment, supplies, provisions, and other property into Spain by the United States forces for official purposes in the exercise of the functions authorized in Complementary Agreement Two and its Annexes shall be exempt from all types of Spanish duties. The acquisition of such property within Spain by the United States forces

for the same purposes shall enjoy the fiscal benefits granted to exports and shall be exempt from all types of Spanish taxes, duties, and charges which apply directly, if the total cost of an acquisition equals or exceeds one hundred thousand (100,000) pesetas.

11.2 The exportation from Spain by the United States forces of the materiel, equipment, supplies, provisions, and other property referred to in Article 11.1 of this Agreement shall be exempt from all types of Spanish duties.

11.3 The exemptions provided in Articles 11.1 and 11.2 of this Agreement shall also apply to materiel, equipment, supplies, provisions, and other property imported or acquired in the Spanish domestic market by or on behalf of the United States forces for use by a contractor executing a contract for such forces within the framework of the Agreement on Friendship, Defense and Cooperation. The importation of passenger vehicles is excluded from this exemption. The United States forces shall cooperate fully with the authorities of the Spanish Ministry of Finance for the control of activities carried out by contractors pursuant to this paragraph.

11.4 The exemptions provided in Article 11.3 of this Agreement shall also apply to projects funded jointly by Spain and the United States or for which the United States contributes funds for the purposes of the Agreement on Friendship, Defense and Cooperation.

ARTICLE 12

Importation, Exportation, and Purchase in Spain of Personal Motor Vehicles

12.1 With reference to Article XI, paragraphs 5, 6, and 7 of the Status of Forces Agreement, personal effects, household goods, and furniture intended for the exclusive use of members of the force or of the civilian component, or of a dependent, may, on the occasion of their initial arrival in Spain and during a period of six months thereafter, be imported into and retained in Spain free of all types of Spanish duties.

12.2 Members of the force and civilian component may own and maintain, at any one time, one motor vehicle imported under this exemption and one motor vehicle of Spanish manufacture purchased in Spain in accordance with special arrangements and free of the Spanish luxury tax. Dependents may own and maintain under the same conditions one motor vehicle of Spanish manufacture.

12.3 The importation into Spain through military post offices referred to in Article 21 of this Agreement of articles for the personal use of members of the force or of the civilian component and dependents shall be free of Spanish duties if the value of such articles does not exceed the equivalent in pesetas of one hundred ($100.00) United States dollars.

12.4 The property imported under the provisions of Articles 12.1, 12.2, and 12.3 of this Agreement shall, without prejudice to the exemptions provided by Article 12 of this Agreement, be considered as temporarily imported property for Spanish tax and customs purposes.

12.5 The property referred to in Articles 12.1, 12.2, and 12.3 of this Agreement may not be transferred, given or rented to persons in Spain not entitled to import such property duty-free, unless such transfer or use is agreed upon by the appropriate Spanish authorities.

12.6 The exportation of property referred to in Articles 12.1, 12.2 and 12.3 of this Agreement or acquired in Spain for the owner's personal use shall be exempt from all types of Spanish duties.

ARTICLE 13

Customs Formalities

13.1 The special arrangements referred to in of Article XI, paragraph 10 of the Status of Forces Agreement shall be adopted by the Spanish customs authorities upon the proposal of the Joint Committee for Politico-Military Administrative Affairs.

13.2 Recommendations to Spanish authorities for applying general Spanish customs provisions to activities carried out under this Agreement pursuant to Article XII, paragraph 1 of the Status of Forces

Agreement shall be developed by the Joint Committee for Politico-Military Administrative Affairs.

13.3 The Commander of the base or establishment in which there are IDAs shall establish, in collaboration with the Commander of the United States Forces, the necessary customs controls to carry out the procedures contained in Articles 13.1 and 13.2 of this Agreement.

ARTICLE 14

Performance of Construction in Spain

14.1 For the exercise of the functions authorized under the Agreement on Friendship, Defense, and Cooperation, projects, work, or construction shall be carried out by members of the force or by Spanish contractors who are capable of doing the work under the required conditions directly or through a United States prime contractor. United States firms authorized to do business in Spain according to Spanish law, are considered to be Spanish contractors. Contracts entered into directly by the United States under this provision shall be in accordance with United States laws and regulations.

14.2 The contracts to be awarded shall be forwarded to the Joint Committee for Politico-Military Administrative Affairs for its information.

14.3 Spanish contractors shall meet the requirements established by the Spanish Government for the execution of an analogous public work for the Spanish Government. In case of doubt as to the status of an eligible contractor, United States authorities shall seek the assistance of the Joint Committee for Politico-Military Administrative Affairs to verify such status.

14.4 Without prejudice to other rights the Parties may have under a contract, a breach of contract on the part of a Spanish contractor shall have the same consequences for the contractor for purposes of future contracting with the Spanish Government as would occur with a breach of a contract with the Spanish public administration.

14.5 In the exceptional case in which a contract cannot be performed by a contractor referred to in Article 14.1 of this Agreement, the Joint Committee for Politico-Military Administrative Affairs may authorize its performance by another contractor. In such cases, the Spanish Government shall have the right to disapprove the proposed contractor.

14.6 The provisions of this Article shall not affect the application of Spanish labor laws to contractor personnel who are ordinarily resident in Spain.

14.7 In the projects, work, and construction referred to in this Article, Spanish material, labor, and equipment shall be used whenever feasible consistent with the requirements of the United States, in accordance with the specifications of the contract contained in the invitations to bid issued by the United States authorities.

14.8 Individuals who require access to a base or establishment for the performance of a contract shall be granted such access within seven (7) days of a request by United States authorities. Such access may be denied or withdrawn for reasons of security or due to the individual's misconduct on the base or establishment. The measures adopted by the Commander of the base or establishment may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs. The denial of access for such reasons shall not be the basis under Spanish law for liability on the part of the Governments of Spain or the United States. The United States shall not make a claim against the Government of Spain for such denial of access.

14.9 Authorizations and approvals which are required under this Article shall be granted in an expeditious manner. Any denial of authorization or approval shall be accompanied by the reasons for the denial, and consultations may be held in the Joint Committee for Politico-Military Administrative Affairs to resolve differences.

ARTICLE 15

Service Contracts

15.1 The United States may contract in accordance with its laws and regulations for services in connection with the exercise of the functions authorized under the Agreement on Friendship, Defense, and Cooperation.

15.2 If the United States forces intend to contract for services for base operations, maintenance, or support paid for by appropriated funds and not previously performed by contract, the United States shall inform the Joint Committee for Politico-Military Administrative Affairs prior to awarding a contract for such services. The United States forces may award such a contract unless the Joint Committee for Politico-Military Administrative Affairs informs the United States authorities within thirty (30) days that there are security objections to contracting for such an activity or that such contracting would interfere with Spanish operations on the base or establishment. The list of potential contractors being considered shall also be forwarded to the Joint Committee for Politico-Military Administrative Affairs, which may disapprove a contractor for reasons of security or due to the contractor's prior misconduct with the Spanish Armed Forces.

15.3 Proposals of the United States forces to enter into contracts with private concessionaires for the sale of goods and services for authorized customers which require the use of lands and premises included in an IDA, where such use has been granted to the United States, shall be submitted to the Joint Committee for Politico-Military Administrative Affairs. Such proposals shall include the conditions for the use of these lands and premises.

15.4 Contracts referred to in this Article shall be entered into with companies authorized to carry out these activities in Spain under Spanish law.

15.5 Individuals who require access to a base or establishment for the performance of a contract shall be granted such access within seven (7) days of a request by United States authorities. Such access may be denied or withdrawn for reasons of security or due to the individual's misconduct on the base or establishment. The measures adopted by the Commander of the base or establishment may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs. The denial of access for such reasons shall not be the basis under Spanish law for liability on the part of the Governments of Spain or the United States. The United States shall not make a claim against the Government of Spain for such denial of access.

15.6 Activities carried out under contract before the entry into force of this Agreement shall require no authorization for such contracts and their extensions to continue to be valid in accordance with the requirements of Spanish law. For such activities, the only other requirement shall be for approval of access by contractor personnel who previously have not been granted such access under Article 15.5 of this Agreement.

15.7 The provisions of this Article do not affect the service contracts which the United States forces may have with firms that are ordinarily resident in the United States and which temporarily may require the performance of an activity within a Spanish military base or establishment. With the exception of Article 15.5 of this Agreement, these provisions also do not apply to technical experts whose services are required by the United States forces and who are in Spain exclusively to serve such forces either in an advisory capacity in technical matters or for the setting up, operation, or maintenance of equipment. In these cases, the only requirement is for authorization by the Joint Committee for Politico-Military Administrative Affairs for the activity.

15.8 Authorizations and approvals which are required under this Article shall be granted in an expeditious manner. Any denial of authorization or

approval shall be accompanied by the reasons for such denial, and consultations may be held in the Joint Committee for Politico-Military Administrative Affairs to resolve differences.

ARTICLE 16

Designation of Contractors

16.1 Persons who are nationals of or ordinarily resident in the United States and who are not residents of Spain, and whose presence in Spain has been authorized by Spanish authorities solely for the purpose of executing a contract with the United States for the benefit of the United States forces or the Spanish Armed Forces in the exercise of the functions authorized, in accordance with Articles 14 and 15 of this Agreement, shall be designated to the Joint Committee for Politico-Military Administrative Affairs by the military authorities of the United States.

16.2 Persons designated by United States military authorities as provided in Article 16.1 of this Agreement shall be accorded during their temporary stay in Spain the same treatment as members of the civilian component in accordance with the following provisions:

16.2.1 If authorized by the authorities of the United States, the use of the postal facilities referred to in Article 21 of this Agreement and the organizations referred to in Article 19 of this Agreement; and

16.2.2 The exemption from taxes and duties provided for under Articles 10.1 and 12.1 of this Agreement, and the right to own and maintain, at any one time, one motor vehicle imported under the exemption provided for in Article 12.2 of this Agreement; and

16.2.3 The documentation procedures provided for in Articles 2.2 and 2.3 of this Agreement.

16.3 Periods during which such persons are in Spanish territory solely in the capacity described in Article 16.1 of this Agreement shall not be considered as periods of legal residence or domicile in Spain for the purposes of taxation under Spanish legislation.

16.4 Persons referred to in Article 16.1 of this Agreement will cease to enjoy the benefits granted in this Article:

16.4.1 If the United States military authorities withdraw the designation referred to in Article 16.1 of this Agreement; or

16.4.2 If for any reason they become ordinarily resident in Spain; or

16.4.3 If Spanish authorities withdraw the authorization for their stay in Spain.

ARTICLE 17

Contractor Importation

17.1 Property imported into Spain duty-free or acquired in Spain by contractors of the United States under Article 11.3 of this Agreement may not, while in Spain, be transferred, sold, donated, ceded, leased, or mortgaged to persons or entities in Spain other than the United States forces, nor may such property be used for purposes other than in the exercise of the functions authorized in Complementary Agreement Two and its Annexes, unless such transaction or use is agreed upon by the appropriate Spanish authorities. A contractor of the United States may, however, make available to his subcontractor acting in the name of or on behalf of said contractor, on a temporary basis, property imported into Spain duty-free, or acquired in Spain for the sole purpose of execution of contracts for the United States forces.

17.2 The United States military authorities will include in each contract which benefits from the provisions of Article 11.3 of this Agreement a clause providing for the establishment of a fund should the materials or equipment described in that Article not be properly accounted for, exported, or disposed of in accordance with Spanish law. This fund will be provided by withholding a portion of contract payments, by requiring the contractor to furnish a Spanish bank

guaranty, or by other appropriate means. The size of the funds will be specified in each such contract and will be sufficiently large to cover any probable liability or payment to the Spanish Ministry of Finance on the part of contractors, up to five (5) per cent of the total value of the contract. This fund will not be released to the contractor without the approval of the Director General of Customs and Excise.

ARTICLE 18

Contractor Insurance

18.1 The Government of the United States shall require that insurance contracts be effected to cover civil liabilities that may be incurred in Spanish territory as a result of acts or omissions done in the performance of duty by employees of contractors and subcontractors of the United States forces, or by those members of the civilian component to whom the provisions of Article VIII of the Status of Forces Agreement are not applicable.

18.2 Insurance policies referred to in this Article shall be taken out with Spanish or United States companies legally authorized to conduct this type of business in Spain, and shall contain provisions:

18.2.1 Requiring submission to Spanish law and jurisdiction of any problem that may arise in regard to the interpretation or application of the clauses and conditions of the policy;

18.2.2 Authorizing the insurance company, as subrogee of the insured entity, to attend to directly and to assume, with respect to any person damaged, the legal consequences arising from the occurrence of such damages.

18.3 These policies, which shall be subject to the prior approval of the Joint Committee for Politico-Military Administrative Affairs, shall not contain:

18.3.1 Any deductible amount or similar limitation.

18.3.2 Any provisions requiring submission to any type of arbitration.

18.4 Before the start of work by the contractor or subcontractor, the military authorities of the United States shall transmit to the Joint Committee for Politico-Military Administrative Affairs a document issued by the insurance company certifying insurance coverage of the civil liabilities referred to in Article 18.1 of this Agreement, in an amount considered sufficient by the Joint Committee for Politico-Military Administrative Affairs for this class of contract.

18.5 Upon receiving notice of the occurrence of injury or damage which may result in claims under the insurance policies referred to in this Agreement, the military authorities of the United States shall transmit to the Joint Committee for Politico-Military

Administrative Affairs a brief report of the incident containing the date, place, parties involved, and the name of the applicable insurance company. To facilitate the handling of the claims, the said authorities will afford a copy of the report to persons alleging injury or damage.

ARTICLE 19

Welfare and Recreational

19.1 Military service exchanges, commissaries, open messes, social centers, and recreational service areas established in Spain by the United States forces for the exclusive use of the members of the force, the civilian component, and dependents shall be exempt from any Spanish taxes or charges.

19.2 Pursuant to Article 19.1 of this Agreement, the organizations referred to in that paragraph may:

19.2.1 Import free of Spanish duties reasonable quantities of provisions and other goods.

19.2.2 Acquire provisions and other goods in the Spanish domestic market, with the benefit of the tax regime provided for in Article 11.1 of this Agreement.

19.2.3 Sell such provisions and other goods so imported or acquired with exemption from any Spanish taxes, duties, or charges.

19.2.4 Export to United States governmental entities, free of Spanish duties, such provisions and other goods.

19.3 With respect to the organizations referred to in Article 19.1 of this Agreement, the Joint Committee for Politico-Military Administrative Affairs shall adopt appropriate measures to prevent the sale of provisions and other goods imported or acquired in the domestic market to persons other than those referred to in Article 19.1 of this Agreement.

19.4 Spanish customs authorities, on the recommendation of the Joint Committee for Politico-Military Administrative Affairs, may establish quotas for the sale of alcoholic beverages, tobacco, and items of significant value, such as major electrical appliances and sound, video and photographic equipment.

19.5 Articles acquired by members of the force, the civilian component, or dependents from the organizations referred to in Article 19.1 of this Agreement may not be transferred to persons other than those referred to in that Article.

19.6 Spanish commanders of the bases or establishments and United States military authorities will ensure that the provisions of this Article are complied with, and will cooperate fully with Spanish Finance

Ministry authorities in inspections of the organizations referred to in Article 19.1 of this Agreement, and in the investigation of abuses of customs and fiscal matters. In cases where an infraction is discovered, United States military authorities will render all assistance within their power to those Spanish authorities in the collection of any resulting duties and penalties.

ARTICLE 20

Privately Owned Motor Vehicles

20.1 The privately owned motor vehicles belonging to members of the force, the civilian component and dependents permanently assigned in Spain shall be registered in accordance with the following provisions:

20.2 Applications for the clearance through customs of imported vehicles shall be sent to the customs authorities of the port of entry, who shall prepare a permit which shall be issued immediately upon the arrival of the vehicle. This permit will be issued free of duties, fees, or charges, and shall be valid as long as the vehicle is registered to a person referred to in Article 20.1 of this Agreement.

20.3 Applications for registration shall be submitted by the Joint United States Military Group in Spain (JUSMG) directly to the corresponding provincial Jefatura de Trafico. The Jefatura Provincial de Trafico shall approve the applications for registration and shall validate the registration number and issue a

registration permit, which shall constitute the authorization for the operation in Spain of the vehicle concerned. This registration shall be free of duties, fees, or charges, except for a nominal fee to defray administrative costs. Registrations thus made shall be valid for the duration of the official assignment of the applicant in Spain.

20.4 United States authorities shall inspect vehicles covered by this Article for compliance with safety standards established by the Joint Committee for Politico-Military Administrative Affairs.

20.5 The Joint United States Military Group in Spain (JUSMG) shall be responsible for the administrative control of the registration numbers issued. If the owner of a vehicle registered in accordance with Article 20.3 of this Agreement loses his status under the Status of Forces Agreement and this Agreement, the Joint United States Military Group in Spain (JUSMG) shall so notify the Director General of Customs and Excise and the Jefatura Central de Trafico in the Ministry of the Interior.

ARTICLE 21

Military Post Offices

21.1 The United States may establish, maintain and operate, within the IDAs used and maintained by the United States forces in Spanish military bases or

establishments, military post offices for the use of members of the force or of the civilian component, and dependents in the sending of mail between such post offices in Spain and between such post offices and other United States post offices.

21.2 This mail may be transported within Spanish territory in sealed sacks, provided that they conform to the identification rules approved by the Joint Committee for Politico-Military Administrative Affairs.

21.3 Postal packages of a personal nature shall be subject to inspection by Spanish customs authorities. Such inspections will be conducted at the United States military post offices in a manner which will avoid damage to the contents of the packages and delay in delivery of the mail.

ARTICLE 22

Resolution of Disputes and Implementation

22.1 The two Governments shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the provisions of this Complementary Agreement.

22.2 Each Government will adopt such measures as are necessary for the implementation of the provisions of this Complementary Agreement.

ARTICLE 23

Entry into Force

This Complementary Agreement, including its Annexes, will enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Adelman

FOR THE KINGDOM OF SPAIN:

F. P. Rico Mora.

COMPLEMENTARY AGREEMENT FIVE

Status of United States Forces in Spain

ANNEX 1

Medical Services

ARTICLE 1

For the purposes of this Annex, the term "medical personnel" means the physicians, surgeons, specialists, dentists, nurses, and other members of the force or the civilian component who perform medical services, and other doctors of United States nationality or ordinarily resident in the United States employed or contracted in exceptional cases by the United States forces.

ARTICLE 2

The military authorities of the United States of America are authorized to operate and maintain those hospitals and health facilities existing in Spanish territory as IDAs on the bases and establishments.

ARTICLE 3

For the purposes of performing the assistance and functions referred to in Article 5 of this Annex, medical personnel may perform services in Spain of the same type that such persons are authorized to perform at United States hospitals and health facilities, without prior examination or revalidation of their

professional certificates by the Spanish authorities, provided that they may not perform medical treatment punishable by Spanish law.

ARTICLE 4

Personnel eligible for medical care in United States hospitals and health facilities in Spain shall belong to the following categories:

(a) Members of the United States armed forces, civilian employees thereof, and dependents of the foregoing;

(b) Officials of the United States Government on official duty in Spain, and their dependents;

(c) Such other persons who are individually authorized by the Joint Committee for Politico-Military Administrative Affairs;

(d) Any other person in case of emergency.

ARTICLE 5

Normally, medical personnel will render their services in the hospitals and medical facilities of the United States forces in Spain, but may assist eligible persons in any place or facility in which they may be found. If such persons are in a Spanish hospital or medical facility, said assistance shall always be carried out in such cases in agreement with the director of the establishment.

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ARTICLE 6

No member of the medical personnel shall practice medicine in Spanish territory, except as provided in this Annex.

ARTICLE 7

Births attended by doctors belonging to the medical personnel referred to in this Annex shall be certified and registered according to Spanish law. The certificates and other documents issued by said United States doctors shall have the same legal effect, to this end, as those issued in similar cases by Spanish doctors.

ARTICLE 8

The United States military authorities shall take special care to prevent the spread of contagious diseases in Spain. Patients suffering from contagious or infectious diseases shall be treated, isolated, or transported out of Spanish territory, in accordance with the provisions and regulations of Spain and the United States. The military commands of the United States forces shall be informed, through the Joint Committee for Politico-Military Administrative Affairs, of the health provisions issued by the Spanish authorities and generally applicable throughout the national territory in order that appropriate measures may be adopted to satisfy the said provisions.

ARTICLE 9

The remains of members of the force, the civilian component, and dependents who die in Spanish territory may be claimed, given post mortem examination, embalmed and transported outside such territory upon authorization of the appropriate Spanish authorities. When the death occurs outside a United States hospital or medical facility, the remains of such persons shall be delivered upon authorization of the Territorial Health Delegation to the custody of the United States military authorities, without undergoing any preservation process during the first 48 hours. The United States military authorities shall take charge of these remains, transferring them in a suitable vehicle, and in a container whose characteristics have been approved by the Spanish health authorities. The certificates of death and other required documents will be prepared, in accordance with Spanish law, by the Spanish or United States doctor who certifies death. The Spanish authorities will have access to any document or proceeding necessary to comply with the legal provisions established by Spanish law. Delivery of the remains and post mortem examination shall, in all cases, be subject to the appropriate judicial authority if the cadaver is at the disposal of a judge in order to carry out a judicial proceeding.

ARTICLE 10

When serious circumstances make it advisable, and at the request of the Spanish authorities, the hospitals and health facilities of the United States forces may be utilized as much as practicable to meet Spanish needs. In case of a disaster that affects a large number of people, assistance will be given on a reciprocal basis.

COMPLEMENTARY AGREEMENT FIVE

Status of United States Forces in Spain

ANNEX 2

Labor Affairs

PREAMBLE

For the purpose of supplementing Complementary Agreement Five, the Governments of the United States of America and Spain have agreed as follows:

ARTICLE 1

Spanish Employment

1.1 Requirements for local labor personnel on operational and support installations in Spain will be met by the Spanish Government through the Ministry of Defense.

1.2 For each installation or activity, two schedules of positions shall be established, one for local labor personnel and the other for United States personnel, reflecting the current situation. The proportionality which each one represents should be maintained without the respective percentages of participation fluctuating over three percent. Any changes to this proportionality must be by agreement in the Joint Committee for Politico-Military Administrative Affairs.

1.3 The United States forces may organize youth employment programs during the summer vacation period, totally independent from the schedules of positions and without affecting either these schedules or the proportionality.

1.4 The schedules of positions for local labor personnel will be prepared in accordance with the labor category established by Spanish Regulations with the necessary subgroups in order to cover the different levels provided in United States regulations.

1.5 Except for third-country nationals currently employed under previous agreements, third-country labor personnel shall not be hired in the operational and support installations unless qualified Spanish personnel are not available.

ARTICLE 2

Spanish Regulations

2.1 The employment relationship of the local labor personnel shall be with the Spanish Military Administration.

2.2 The labor regulations applicable to non-civil service civilian personnel of the Spanish Military Administration, referred to herein as "the Spanish

Regulations," will govern the terms and conditions of employment of local labor personnel, consistent with the provisions of this Annex.

ARTICLE 3

Spanish Military Administration Services and Offices

The hiring of such local labor personnel shall be conducted by the Spanish Military Administration, which shall establish the services and offices necessary to meet the changing needs of such a labor relationship, with special reference to the organization of hiring competitions, referral of candidates, the signature of contracts, and the payment of wages.

ARTICLE 4

Responsibilities of the Spanish Military Administration

The Spanish Military Administration shall be responsible for:

4.1 Issuing calls for and referring to the United States forces persons considered qualified for appointment as requested by the United States forces. To assist the United States forces in selection of personnel, a sufficient number of qualified applicants to meet the needs of the United States forces will be referred for each vacant position;

4.2 Monitoring, through the labor section of the corresponding headquarters, the implementation of and compliance with legal provisions in the field of labor, hygiene, and work safety;

4.3 Effecting disciplinary actions at the initiative of the United States forces in accordance with Spanish Regulations;

4.4 Paying local labor personnel, in accordance with payrolls prepared by the United States forces, their salaries, wages, and any other emoluments to which they may be entitled. The Spanish Military Administration shall inform the United States forces of all deductions or withholdings required by Spanish law, which shall be reflected in the said payrolls.

4.5 Acting as the Chief of the Establishment in accordance with Spanish labor legislation, the Commander of the base or establishment shall have access to the documentation related to the employment of local labor personnel and may conduct an inspection with respect to the actual occupancy of schedules of said personnel, in accordance with the norms of this Annex.

ARTICLE 5

Responsibilities of United States Forces

In order to guarantee greater efficiency in the labor relationship, and as the user of the services of local labor personnel, the United States forces will exercise the following rights and responsibilities:

5.1 Determine, in accordance with their needs, the personnel lists and qualification requirements of positions to be filled by local labor personnel; establish the levels of compensation, including bonuses and fringe benefits; and transmit such determinations to the Spanish Military Administration. The level of compensation for a position shall not be less than as established for said position by the Spanish Regulations;

5.2 Determine the selection for appointment as local labor personnel, on a temporary or indefinite basis as defined by the Spanish Regulations, from among persons referred by the Spanish Military Administration. On an exceptional basis, the United States forces may directly recruit and select persons for appointment to positions having a technical nature or specialized requirements, and, in coordination with the Spanish Military Administration, to positions in labor shortage categories. Persons directly recruited by the United States forces must satisfy the conditions required of non-civil service civilian personnel of the Spanish Military Administration. Any persons whose prior utilization by the United States forces was involuntarily terminated other than for cause will be given priority consideration in the selection process;

5.3 Notify the Spanish Military Administration of the selection of personnel, and request appointment and detail for persons so selected by the United States forces;

5.4 Determine, in accordance with the Spanish Regulations, reassignments, promotions, and terminations of utilization, and notify the Spanish Military Administration thereof;

5.5 Propose disciplinary action to the Commander of the base or establishment, in his capacity as Chief of the Establishment in accordance with the Spanish Regulations, who will lend maximum attention to said proposal and to the immediate imposition of a penalty, which will be executory in nature, which corresponds to the minor offenses provided for in said Regulations, without prejudice to the definitive decision, which could be issued if it were the subject of an appeal;

5.6 Initiate disciplinary action for other than minor faults defined as such in the Spanish Regulations, collaborate on the preliminary proceedings to verify the facts, and forward the report to the Spanish Military Administration. Such report may include a proposal of penalty;

5.7 Organize the work of local labor personnel in order to take care of the needs of their own service most efficiently, specifying working schedules and

vacation periods. In no case may vacation periods be less than the minimums required by the Spanish Regulations;

5.8 Adopt pertinent measures for the training and developing of local labor personnel, including where appropriate participation in occupational safety programs;

5.9 Prepare local labor personnel payrolls and submit them in due time to the Spanish Military Administration;

5.10 Make available to the Spanish Military Administration the necessary funds to meet payments to the local labor personnel of the remuneration referred to in Article 4.4 of this Annex and the legally recognized compensation, as well as the administrative expenses incurred as agreed by the Joint Committee for Politico-Military Administrative Affairs.

ARTICLE 6

Reduction-in-Force

6.1 When it is necessary to reduce the number of local labor personnel, the United States forces shall so inform the Spanish Military Administration at least 25 calendar days prior to the issuance of notices of dismissal to employees affected by the reduction, unless the reduction is necessitated by actions of the Government of Spain. Such notice shall include the

reason for the reduction-in-force, which may be the subject of consultations in the Joint Committee for Politico-Military Administrative Affairs, and shall likewise include an estimate of how the reduction will affect the two schedules of positions established under Article 1.2 of this Annex. The duties assigned to a full-time permanent position being deleted as a result of a reduction-in-force cannot be taken on by any Spanish or United States personnel who had not been employed on the rolls before the reduction-in-force decision had been reached.

6.2 A reduction-in-force notice to local labor personnel shall carry an employment termination date at least 30 calendar days from the date of delivery of the notice.

6.3 Local labor personnel whose utilization is terminated due to a reduction-in-force will have the right to severance pay in accordance with Spanish law.

6.4 For the purpose of determining the severance pay referred to in Article 6.3 of this Annex, only continuous employment by the United States forces prior to April 1, 1973, for which no previous severance pay has been granted, and service rendered as local labor personnel shall be credited. This provision shall not include service rendered prior to September 26, 1970, by workers who, although having been employed by the United States forces during the period of such service, were not so employed on September 25, 1970.

6.5 The norms and procedures of this Article will be applied in case of termination of local labor personnel because of the expiration of the Agreement on Friendship, Defense and Cooperation.

ARTICLE 7

Settlement of Claims

Subject to the provisions of Article 9 of this Annex, the Spanish Military Administration shall resolve in accordance with the procedure stipulated by Spanish law any claim filed by local labor personnel. Final decisions of the Spanish Military Administration shall be transmitted to the United States authorities through the Joint Committee for Politico-Military Administrative Affairs for execution.

ARTICLE 8

Exclusions from Definition of Local Labor Personnel

8.1 The provisions of this Annex shall not apply to:

8.1.1 Functions or activities of the Embassy of the United States, the United States International Communication Agency, the Office of the Defense Attache of the United States, the Military Assistance Advisory Group (MAAG), the Joint United States Military Group (JUSMG), or the liaison offices of the United States forces in Spain;

8.1.2 Employees of contractors or concessionaires performing work in Spain for the United States forces;

8.1.3 Employees hired privately by members of the force or the civilian component, and their dependents.

8.2 Employees referred to in Article 8.1.2 of this Annex, except those who are employees of United States contractors and are nationals or legal residents in the United States, and the employees referred to in Article 8.1.3 of this Annex shall be fully subject to Spanish labor legislation. However, the United States Government and its armed forces and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish court actions initiated by employees referred to in Article 8.1.2 of this Annex, nor shall the United States Government and its armed forces and their organizations, units, agencies, and instrumentalities be subject to Spanish court actions initiated by employees referred to in Article 8.1.3 of this Annex, based on claims arising from the employment of such persons.

8.3 The Government of the United States and its armed forces and their organizations, units, agencies or instrumentalities and members shall not be subject to Spanish court actions instituted by local labor personnel or by any person previously employed by the

United States forces, based on claims arising from their employment or from their utilization pursuant to the provisions of this Annex.

8.4 Due to the nature and circumstances of the labor relationship between the local labor personnel and the United States forces, those forces shall be exempt from paying into the Fund for Guaranteeing Salaries provided for by Spanish law.

ARTICLE 9

Functions of the Joint Committee for Politico-Military Administrative Affairs

In regard to the labor relationship covered by this Annex, the Joint Committee for Politico-Military Administrative Affairs shall exercise the following functions:

9.1 Propose to the Spanish Government such rules as it deems pertinent for adapting the Spanish Regulations, and their supplementary rules, to the special conditions of employment of local labor personnel. These rules shall be sufficiently precise to guarantee United States participation in labor cases for the imposition of disciplinary sanctions on local labor personnel;

9.2 Consult and report to the Spanish military authorities prior to the rendering of Spanish administrative decisions pertaining to monetary and administrative claims involving local labor personnel and arising from the utilization of their services by the United States forces;

9.3 Consult and agree on the consequences for both Governments of final decisions by the Spanish administrative and judicial authorities regarding claims referred to in Article 9.2 of this Annex. Such consequences may include sharing by Spain and the United States of the payment of monetary awards, and appropriate resolution of questions relating to the further utilization by the United States forces of the services of local labor personnel affected by such decisions.

COMPLEMENTARY AGREEMENT SIX

Status of Spanish Forces in the United States

PREAMBLE

For the purpose of supplementing the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed at London on 19 June 1951, hereinafter referred to as the "Status of Forces Agreement", the Governments of the United States and Spain have agreed as follows with respect to Spanish forces in the United States:

ARTICLE 1

Definitions

1.1 The term "dependent", as defined in Article I, paragraph 1(c) of the Status of Forces Agreement, shall also include for the purposes of this Agreement a parent of a member of the force or the civilian component, or of the spouse of such a member, who is financially or for reasons of health dependent upon and supported by such a member, who shares the quarters occupied by such a member, and who is present in the United States with the consent of the United States and the military authorities of Spain.

Upon approval by the two Governments, other family members may be considered as dependents when warranted by special circumstances.

1.2 The definition of the term "duty" in Article XI, paragraph 12 of the Status of Forces Agreement shall apply wherever that term is used in this Agreement in connection with an import or export.

ARTICLE 2

Entry and Exit

2.1 In accordance with current practices and unless otherwise agreed, the United States Government waives its right under Article III, paragraph 2(b) of the Status of Forces Agreement to require countersignature of movement orders.

2.2 Members of the force shall be exempt from registration and control as aliens. The members of the civilian component and the dependents of members of the force and the civilian component shall be subject only to the controls derived from immigration laws of the United States of America.

ARTICLE 3

Drivers Licenses

3.1 In accordance with Article IV of the Status of Forces Agreement and as provided under Article 24 of the Geneva Convention of Road Traffic of September 19, 1949, [1] United States authorities shall (a) accept as valid, without a driving test or fee, the driving permit or license issued by a competent authority in Spain to a member of the force, or the civilian component, or a dependent or (b) issue their own

1 TIAS 2487; 3 UST 3016.

driving permit or license to any member of a force or civilian component who holds a driving permit or license issued by Spanish authorities, provided that no driving test shall be required.

3.2 To facilitate the implementation of these agreements, Joint United States Military Group-Military Assistance Advisory Group shall issue appropriate documentation to verify an individual's entitlement to the rights specified in this Article.

3.3 The use in the United States of the drivers' license referred to in this Article shall be subject to such temporary or permanent suspensions as may be decided by the United States Government or judicial or administrative authorities in accordance with current laws, as a consequence of traffic violations committed by the licensee.

ARTICLE 4

Criminal Jurisdiction

With respect to Article VII of the Status of Forces Agreement, and for the sole purpose of determining whether an act or omission is a punishable offense under the military law of Spain or under the law of the United States, or both, the interpretation of the military law of Spain by the Spanish authorities shall be accepted by the Government of the United States, and the interpretation of the law of the United States by the authorities of the United States shall be accepted by the Spanish authorities.

ARTICLE 5

Official Duty Certificates

For the purposes of Article VII, paragraph 3(a) of the Status of Forces Agreement, and in order to verify that an offense arose out of an act or omission done in the performance of official duty, Spanish military authorities shall issue certificates which they shall transmit to the appropriate United States law enforcement authorities. The certificate shall be considered as prima facie evidence that the alleged offense arose out of an act or omission done in the performance of official duty, unless there is evidence to the contrary. In the event that appropriate authorities have a doubt concerning the certificate, it shall, at the request of Spanish authorities, be reviewed by representatives of the Department of State and the Embassy of Spain in Washington.

ARTICLE 6

Confinement and Visitation

6.1 Confinement imposed by a United States court (whether federal or state) upon members of the force, the civilian component, or dependents, shall be served in United States penal institutions unless otherwise agreed. Such confinenent may be served in Spanish institutions if authorized by appropriate United States authorities and if confinement under such circumstances

is permitted by Spanish and United States law. Upon the request of the Government of Spain, the Governments of the United States and Spain shall consult with appropriate penal authorities on the location of the penal institution and other matters pertaining to the confinement.

6.2 The United States Government guarantees to the authorities of Spain the right to visit at any time the persons referred to in Article 6.1 of this Agreement and provide them with such material assistance as the authorities of Spain deem appropriate, in accordance with the pertinent state and federal law and prison regulations.

ARTICLE 7

Personal Tax Exemptions

With respect to Article IX of the Status of Forces Agreement, the acquisition of goods and services in the United States market by members of the force or of the civilian component or by dependents for personal purposes shall be subject to applicable United States taxes. Members of the force and the civilian component are not required to pay any tax to the United States or United States local entities on the ownership and possession of their tangible movable property imported into the United States under the Status of Forces Agreement for their personal and exclusive use.

ARTICLE 8

Personal Imports and Exports

With reference to Article XI, paragraphs 5, 6 and 7 of the Status of Forces Agreement, United States laws and regulations provide that baggage and effects of members of the force or civilian component and their immediate families and articles for the personal and family use of members of the force or the civilian component, may be imported into and retained in the United States without the payment of United States duties. Such property shall, without prejudice to the exemptions provided by this Article, be considered as temporarily imported property. It may only be transferred to persons in the United States entitled to import such property duty-free, unless such transfer or use is agreed upon by the appropriate United States authorities. The export of such property shall be exempt from United States duties.

ARTICLE 9

Use of Welfare and Recreational Facilities

Spanish personnel referred to in Article I of the Status of Forces Agreement shall have the right to utilize the military service exchanges, commissaries, health facilities, and cultural and recreational organizations of the United States forces, in the same manner as accorded to comparable personnel of other countries which are Parties to the North Atlantic Treaty.

ARTICLE 10

Embassy Personnel

In addition to the rights provided under Articles 3 and 9 of this Agreement, members of the Spanish Armed Forces who are assigned to the Embassy of Spain because of their official duties for functions normally performed in the Embassy and with the consent of the United States Government will continue to receive the privileges and immunities to which they are entitled under the Vienna Convention on Diplomatic Relations. [1]

ARTICLE 11

Resolution of Disputes and Implementation

11.1 The two Governments shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the provisions of this Agreement.

11.2 Each Government will adopt such measures as are necessary for the implementation of the provisions of this Agreement.

[1] Done Dec. 13, 1972. TIAS 7502; 23 UST 3227.

ARTICLE 12

Entry Into Force

This Complementary Agreement shall enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation. Once it has entered into force, its provisions shall be effective from the date Spain becomes a Party to the Status of Forces Agreement.

Until the provisions of this Complementary Agreement become effective, the norms contained in the exchange of notes of September 25, 1970 concerning the status of members of the Armed Forces of Spain within the United States shall remain in force.[1]

Done in Madrid, this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Morca.

[1] TIAS 6977; 21 UST 2413.

COMPLEMENTARY AGREEMENT SEVEN

Scientific, Technological, Cultural,

Educational and Economic Cooperation

ARTICLE 1

1.1 The Government of the United States of America and the Government of Spain, hereinafter referred to as the Parties, aware of the importance of scientific, technological, cultural, educational, and economic cooperation for the strengthening of the traditional friendship and understanding between their peoples, agree to expand cooperation in these fields.

1.2 Cooperation and activities in these fields will be subject to the legislative requirements of the two Parties, including the annual appropriation of funds.

ARTICLE 2

2.1 Scientific and technological cooperation will be carried out primarily in those areas of applied research and technology that will be most relevant to the economic modernization and social well-being of the peoples of the United States and Spain.

2.2 Cultural and educational cooperation will be aimed at promoting mutual understanding of the achievements of the United States and Spain in those areas.

2.3 Economic cooperation will focus on economic issues of mutual interest to both countries.

2.4 For the purposes of the implementation of this Agreement, a United States-Spanish Joint Committee for each of the above three areas will be established.

Scientific and Technological Cooperation

ARTICLE 3

In the context of scientific and technological cooperation, the following areas will merit special consideration and activity: nuclear and non-nuclear energy, industrialization, agriculture, environment, health, natural resources, and such other areas as may be mutually agreed.

ARTICLE 4

The planning and carrying out of scientific and technological cooperation between the two Parties will be based on the following principles:

(a) The mutuality of interest and the overall benefits of their cooperation;

(b) The selection of specific scientific and technological fields relevant to achieving the goals of this Agreement; and

(c) The encouragement of cooperation between institutions, organizations, and agencies of the two countries.

ARTICLE 5

Scientific and technological cooperation under this Agreement may include:

(a) Joint or coordinated planning, support, or implementation of projects and the supply of equipment;

(b) Exchange of scientific, academic, and technological information;

(c) Establishment, operation, and joint utilization of scientific and technical installations related to cooperative projects and activities conducted under this Agreement;

(d) Exchange of scientific and technical personnel related to cooperative projects and activities conducted under this Agreement; and

(e) Other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE 6

Subject to approval by the Joint Committee for Scientific and Technological Cooperation, institutions, organizations, and agencies may enter into specific agreements for the appropriate implementation of cooperative programs in the areas listed in Article 5 of this Agreement as well as in other areas as may be mutually agreed.

ARTICLE 7

7.1 Cooperation in science and technology shall be coordinated through the Joint Committee for Scientific and Technological Cooperation. Co-chairmanship of the Joint Committee will be shared by the Department of State and the Ministry of Foreign Affairs. This Committee will be composed of members appointed by the respective Parties.

7.2 The Joint Committee shall be responsible for:

(a) Formulating programs of scientific and technical cooperation between the two countries;

(b) Reviewing programs, activities, and operations, including the preparation of an annual report;

(c) Following up and evaluating projects, activities and operations;

(d) Recommending to the Parties modification, postponement, or termination of programs and projects; and

(e) Such further functions as may be agreed upon between the Parties.

7.3 The Joint Committee will have a Permanent Secretary who will also serve as Secretary of the Spanish section of the Joint Committee.

7.4 The Joint Committee will meet at least once a year, alternately in the United States and Spain.

ARTICLE 8

8.1 Scientific and technical information of a nonproprietary nature derived from cooperative activities under this Agreement shall be made available to the world scientific community through customary channels and in accordance with the normal procedures of the Parties.

8.2.1 Matters relating to patent and other intellectual property rights that result from cooperative programs under this Agreement shall be provided for in the implementing agreement defining the cooperative program. Such property rights shall normally be acquired by each Party in its own country subject to a non-exclusive, irrevocable license of the other Party.

8.2.2 The allocation of patents and other intellectual property rights in third countries shall be provided for on an equitable basis in the implementing agreements referred to in Article 8.2.1 of this Agreement.

Cultural and Educational Cooperation

ARTICLE 9

In the context of cultural and educational cooperation, the following will be given special consideration:

(a) The improvement of the Spanish educational system;

(b) The provision of documents and bibliographic, didactic and research material to Spanish universities and other centers of higher learning and research;

(c) The expansion of exchanges in the cultural and educational sectors; and

(d) Other programs as may be mutually agreed.

ARTICLE 10

The Parties will cooperate in the expansion and development of research and in the formation and specialization of teaching and research personnel. To that end, as well as in order to carry out concrete research projects, scholarships, travel grants, and assistance will be given to nationals and institutions of both countries.

The same type of assistance will be given to nationals of both countries to perfect their training in the fine arts field.

ARTICLE 11

The Parties will encourage relationships and cooperation between universities and institutions of higher learning of both countries.

ARTICLE 12

The Parties consider it a matter of special interest to increase the knowledge of their respective languages by encouraging the activities of institutions and organizations engaged in the teaching of Spanish and of English in each of the two countries.

To that end, interchanges of teachers of Spanish and English will be encouraged.

ARTICLE 13

The Parties, wishing to encourage the best reciprocal knowledge of their respective cultures, will facilitate exchanges in this area and will, particularly, support activities aimed at the spreading of Spanish culture in the United States while at the same time encouraging the work of institutions and organizations engaged in similar activities in Spain with respect to the culture of the United States.

ARTICLE 14

The Parties recognize the importance of the Fulbright/Hays program in promoting cultural and educational exchanges between the two countries.[1] The Commission for Educational Exchange between the United States of America and Spain and the Joint Committee for Cultural and Educational Cooperation will coordinate their activities in these fields. The Parties will contribute regularly to the financing of the Fulbright/Hays program.

ARTICLE 15

15.1 Cooperation in culture and education shall be coordinated through the Joint Committee for Cultural and Educational Cooperation. Co-chairmanship of the Joint Committee will be shared by the United States International Communication Agency and the Ministry of Foreign Affairs. The Committee will be composed of members designated by the Parties.

[1] TIAS 5737; 15 UST 2446.

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15.2 The Joint Committee shall be responsible for:

(a) Establishing cultural and educational cooperation programs and exchanges-of-persons programs. Likewise, the Joint Committee will examine programs of social interest which both Parties agree to be of mutual benefit.

(b) Drafting and making public the official announcements of said programs;

(c) Selecting the projects submitted in response to the above-mentioned announcements, granting the scholarships, assistance, and travel grants;

(d) Reviewing programs, activities, and operations, including the preparation of an annual report;

(e) Following up and evaluating programs, activities, and operations; and

(f) Recommending to the Parties modification, postponement, or termination of programs.

15.3 The Joint Committee will have a Permanent Secretary who will also serve as Secretary of the Spanish section of the Joint Committee.

15.4 The Committee will meet at least once a year at a place and date agreed to by the Parties.

General Articles on Scientific,
Technological, Cultural and Educational Cooperation

ARTICLE 16

16.1 Funding for scientific, technological, cultural, and educational cooperation shall be as follows:

(a) Programs jointly financed as agreed by the Parties;

(b) Programs in which each agency, organization, or institution will, in general, bear the costs pertaining to its obligations; and

(c) Programs that may be financed by private institutions or foundations from one or both countries as appropriate.

16.2 Programs under (b) and (c) above may also receive funds from the appropriate Joint Committee.

ARTICLE 17

The Parties agree to the creation of an Executive Secretariat responsible for the administrative functions as required for the implementation of the Agreement. The Secretariat will have its seat in Madrid, its Executive Secretary will be appointed by the United States-Spanish Council, and it will be provided with the funds needed for its operation by the Joint Committees.

ARTICLE 18

The Parties will facilitate, consistent with law, the entry and exit of equipment and material to be utilized in cooperative activities conducted under this Agreement, as well as the personal effects of personnel and their dependents connected with programs under this Agreement.

ARTICLE 19

Nothing in this Agreement shall preclude or prejudice scientific, technological, cultural, or educational cooperation outside the terms of this Agreement by institutions, organizations, or agencies of the United States or Spain or by nationals of either country with each other or with third parties.

ARTICLE 20

Institutions, organizations, or agencies of third countries may participate in cooperative programs or activities with the approval of the Parties.

ARTICLE 21

Programs and activities currently in force and established by the competent authorities shall not be affected by this Agreement. However, they may be included in this Agreement when both Parties so decide.

Economic Cooperation

ARTICLE 22

In their economic relations, the Parties will be guided by the common desire to promote economic growth, expand opportunities for trade in a balanced way, and develop other aspects of their economic relations of mutual interest to both countries.

ARTICLE 23

The Parties will endeavor to adopt appropriate measures to facilitate, in accordance with their national legislation, direct capital investment in their territory that nationals of the other Party may undertake.

ARTICLE 24

24.1 The Parties agree to establish a regular system of consultations on economic matters of common interest. To this end, a Joint Economic Committee is established within the framework of the United States-Spanish Council.

24.2 The Joint Economic Committee will have as its basic functions the following:

(a) To analyze bilateral economic relations;

(b) To exchange information on the principal domestic or international subjects of interest to both countries;

(c) To seek to resolve economic problems that may arise;

(d) To formulate appropriate recommendations to expand economic cooperation between both Parties.

24.3 The Joint Economic Committee will meet at the request of one of the Parties, and in any event at least once a year.

ARTICLE 25

Entry into Force

This Agreement shall enter into force and remain in force in accordance with the provisions of Article Six of the Agreement on Friendship, Defense and Cooperation.

Done in Madrid this 2nd day of July, 1982, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Terence A. Todman

FOR THE KINGDOM OF SPAIN:

F. P. R. Ulloa

CONVENIO DE AMISTAD, DEFENSA Y COOPERACION

ENTRE

LOS ESTADOS UNIDOS DE AMERICA Y EL REINO DE ESPAÑA

PREAMBULO

Los Estados Unidos de América y el Reino de España, Estados parte en el Tratado del Atlántico Norte;

Deseosos de renovar y reforzar los vínculos de amistad y cooperación que tradicionalmente ligan a sus pueblos;

Unidos por un común ideal de libertad que incluye los principios de democracia, defensa de los derechos humanos, justicia y progreso social, valores que son la base del mundo occidental al que ambas naciones pertenecen;

Afirman que esa cooperación está basada en el pleno respeto a la igualdad soberana de cada país, y que la misma comporta obligaciones mutuas y un reparto equitativo de las cargas defensivas;

Reconocen que la seguridad y plena integridad territorial de Estados Unidos de América y España están directamente relacionadas con la seguridad común de Occidente;

Manifiestan su deseo de incrementar su cooperación para mantener la independencia política, la plena integridad territorial y el sistema democrático de sus respectivos países, todo lo cual es necesario para la seguridad común, así como para promover el bienestar de sus pueblos;

Se declaran convencidos de que el reconocimiento de estos principios y esta cooperación contribuyen al mantenimiento de la paz y la seguridad mundiales, de acuerdo con los principios y objetivos de la Carta de las Naciones Unidas, y son conformes al Tratado del Atlántico Norte;

Reafirman su voluntad de cumplir sus obligaciones, bilateralmente y dentro del ámbito del Tratado del Atlántico Norte, en favor de la seguridad, la cooperación y el incremento de la capacidad militar defensiva;

Y convienen en lo siguiente:

ARTICULO PRIMERO

1.1 Las Partes mantendrán y desarrollarán su amistad, solidaridad y cooperación, bilateralmente y dentro del marco de su participación en el Tratado del Atlántico Norte, al servicio de los ideales, principios y objetivos expuestos en el Preámbulo de este Convenio.

1.2 A tal efecto, ambas Partes promoverán su cooperación para la defensa común, así como la cooperación económica, científica y cultural. Ambas Partes se informarán, cuando sea necesario, de las acciones que emprendan para la consecución de estos objetivos y se consultarán sobre otras que puedan adoptar, conjunta o separadamente, con esta finalidad.

1.3 Con este objeto se establece el Consejo Hispano-Norteamericano que se reunirá, al menos, semestralmente. Los Presidentes serán el Secretario de Estado de los Estados Unidos de América y el Ministro de Asuntos Exteriores de España. La organización y las competencias específicas de este Consejo se determinan en el Convenio Complementario Uno.

ARTICULO SEGUNDO

2.1 Ambas Partes reafirman que el mantenimiento de la seguridad y plena integridad territorial respectivas, y la continuación de una fuerte relación defensiva entre ellas sirven a su interés común, contribuyen a la defensa de Occidente, y ayudan a la conservación y desarrollo de su capacidad individual y colectiva para resistir un ataque armado.

2.2 A tal fin, España concede a los Estados Unidos de América el uso de instalaciones de apoyo y otorga autorizaciones de uso en el territorio, mar territorial y espacio aéreo españoles para objetivos dentro del ámbito bilateral o multilateral de este Convenio. Cualquier uso que vaya más allá de estos objetivos exigirá la autorización previa del Gobierno español. Las anteriores autorizaciones se llevarán a cabo según lo dispuesto en el Convenio Complementario Dos.

2.3 Por su parte, los Estados Unidos de América aplicarán sus mejores esfuerzos para contribuir al fortalecimiento de las Fuerzas Armadas Españolas suministrando a España, durante el período de validez del Convenio, equipo para la defensa, servicios y adiestramiento, según los programas que se acuerden. La cooperación en este campo se realizará de acuerdo con el Convenio Complementario Tres.

ARTICULO TERCERO

Ambas Partes reconocen la importancia de la cooperación industrial y tecnológica en el campo militar para el fortalecimiento de la defensa común, y acuerdan cooperar según lo previsto en el Convenio Complementario Cuatro.

ARTICULO CUARTO

El Estatuto de las Fuerzas Armadas de cada una de las Partes que, para cumplimentar lo establecido en este Convenio, ejerza sus actividades en el territorio de la otra Parte quedará regulado por las disposiciones del Convenio sobre el Estatuto de las Fuerzas Armadas de la OTAN y de los Convenios Complementarios Cinco y Seis.

ARTICULO QUINTO

5.1 Ambas Partes, convencidas de la utilidad de cooperar en beneficio del bienestar de sus pueblos y de fortalecer su cooperación económica, se obligan a:

5.1.1 Favorecer su desarrollo económico, incrementar las oportunidades comerciales de forma equilibrada y promover otros aspectos de sus relaciones económicas en beneficio de ambos países.

5.1.2 Intensificar la cooperación científica y tecnológica, especialmente en aquellas áreas de la investigación aplicada y de la tecnología que sean más importantes para el desarrollo económico y modernización de ambos países.

5.1.3 Ampliar su cooperación en los sectores cultural y educativo.

5.2 La cooperación en estos sectores se desarrolla en el Convenio Complementario Siete.

ARTICULO SEXTO

6.1 El presente Convenio y sus Convenios Complementarios entrarán en vigor cuando las Partes se comuniquen por escrito que han cumplido los respectivos requisitos constitucionales.

6.2 La vigencia de este Convenio y de sus Convenios Complementarios será de cinco años. Quedarán prorrogados por períodos de un año, salvo que alguna de las Partes notifique por escrito a la otra su voluntad contraria, al menos seis meses antes del final del período inicial de cinco años o de cualquiera de los períodos subsiguientes de un año.

6.3 Las Partes podrán iniciar negociaciones para la posible revisión o modificación del Convenio o de sus Convenios Complementarios. Las revisiones o modificaciones acordadas entrarán en vigor una vez que las Partes se hayan comunicado por escrito el cumplimiento de sus respectivos requisitos constitucionales.

6.4 Si surgieren desacuerdos sobre la interpretación, aplicación o cumplimiento de lo dispuesto en el Convenio o en sus Convenios Complementarios, las Partes iniciarán consultas inmediatas para resolverlos. Si en el plazo de doce meses las Partes no llegaran a un acuerdo para resolver las diferencias, podrán denunciar el Convenio, lo que surtirá efecto a los seis meses de su notificación escrita.

6.5 En caso de terminación del Convenio y de sus Convenios Complementarios conforme a lo previsto en este Artículo, se establece el plazo de un año a partir de la fecha en que dicha terminación surta efecto para que los Estados Unidos de América retiren su personal y sus propiedades muebles situados en España. Hasta que se complete esta retirada, seguirán en vigor todos los derechos, privilegios y obligaciones de ambas Partes que se deriven del Convenio y de los Convenios Complementarios.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

[SEAL]

POR EL REINO DE ESPAÑA

F. P. R. Rosca.

[SEAL]

CONVENIO COMPLEMENTARIO UNO

CONSEJO HISPANO-NORTEAMERICANO

ARTICULO 1

1. El Consejo Hispano-Norteamericano será responsable de supervisar la aplicación del Convenio de Amistad, Defensa y Cooperación. Examinará la cooperación prevista en el Convenio, estudiará cualquier problema que pueda suscitarse así como las medidas que puedan adoptarse para su resolución; considerará los pasos convenientes para mejorar la cooperación hispano-norteamericana en los campos previstos por el Convenio y cualquier otro de interés para las Partes, y someterá a los dos Gobiernos las conclusiones y recomendaciones a que llegue. Igualmente se encargará de evacuar las consultas previstas en el Artículo 5 del Convenio Complementario 2.

ARTICULO 2

2.1 El Consejo Hispano-Norteamericano estará presidido por el Secretario de Estado de los Estados Unidos de América y por el Ministro de Asuntos Exteriores español y se reunirá al menos semestralmente. Cada Presidente tendrá un Adjunto que actuará como representante permanente en el Consejo y que asegurará su funcionamiento en ausencia del Presidente. Este Adjunto será, por parte norteamericana, el Embajador de los Estados Unidos de América en España, y, por parte española, el Secretario de Estado de Asuntos Exteriores.

2.2 Las dos Partes designarán tantos representantes y asesores al Consejo como estimen conveniente, teniendo en cuenta la variedad de las materias que puedan presentarse y sus respectivas normas internas.

2.3 A las sesiones del Consejo podrán ser convocados los representantes y asesores que se estime conveniente por los Presidentes, teniendo en cuenta la variedad de las materias que puedan presentarse ante el Consejo.

ARTICULO 3

Se establece un Comité Militar Conjunto, dependiente del Consejo, presidido por los Presidentes de las Juntas de Jefes de Estado Mayor norte americano y español o por los representantes que ellos designen. Este Comi te, que se reunirá semestralmente, mantendrá la coordinación que se estime necesaria entre ambos Estados Mayores Conjuntos y asegurará una mayor eficacia al apoyo defensivo recíproco entre los dos países.

ARTICULO 4

4.1 Se establecen, asimismo, los siguientes organismos dependientes del Consejo:

4.1.1 El Comité Conjunto para Asuntos Político-Militares Administrativos.

4.1.2 El Comité Conjunto para la Cooperación Industrial en materiá de Defensa.

4.1.3 El Comité Conjunto Económico.

4.1.4 El Comité Conjunto para Cooperación Científica y Tecnológica.

4.1.5 El Comité Conjunto para Asuntos Educativos y Culturales.

4.2 El Comité Conjunto para Asuntos Político-Militares Administrativos contará con una doble presidencia, militar y diplomática, por cada Parte y tendrá como función la de asegurar la necesaria coordinación entre ambos Gobiernos así como la de resolver las cuestiones que plantee la aplicación de los Convenios Complementarios 2 y 5, y sus Anejos.

La organización y funcionamiento del Comité serán desarrollados para tratar de modo eficaz y rápido los problemas que pudieran suscitarse; para facilitar el contacto directo conveniente a estos fines entre funcionarios civiles y militares de ambas Partes; y, finalmente, para fomentar la máxima cooperación en todos los asuntos de mutuo interés.

4.3 El Comité Conjunto para Asuntos Político-Militares Administrativos y los restantes Comités Conjuntos citados en este Artículo, cuya composición se establecerá por las Partes, promoverán la cooperación en sus áreas de respectiva competencia de la manera más extensa posible, estudiarán soluciones para los problemas que pudieran surgir, informarán periódicamente al Consejo sobre las materias que les han sido presentadas y sobre las decisiones adoptadas, y elevarán al Consejo las recomendaciones oportunas.

ARTICULO 5

El Consejo será asistido por una Secretaría Permanente bajo la dirección de un Secretario norteamericano y un Secretario español, y con el personal que se acuerde.

ARTICULO 6

6.1 El Consejo tendrá su sede en Madrid. El Gobierno español facilitará los locales adecuados.

6.2 Los gastos administrativos para la organización de las reuniones del Consejo y de sus organismos subordinados serán cubiertos por el Gobierno español, por ser España sede del Consejo. Los gastos administrativos ordinarios del Consejo, incluyendo los sueldos del personal contratado para el mismo, serán divididos por mitad. Cada parte sufragará el coste de su propia participación en la labor del Consejo, incluyendo los sueldos de sus miembros en el Secretariado.

6.3 Los miembros, representantes y asesores de cada una de las Partes en las sesiones del Consejo o de sus organismos subordinados, gozarán de los privilegios e inmunidades diplomáticos cuando se hallen en el territorio de la otra Parte.

ARTICULO 7

El presente Convenio Complementario entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

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POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

POR EL REINO DE ESPAÑA

F. P. Ribera.

CONVENIO COMPLEMENTARIO DOS

"INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO"

ARTICULO 1

1.1 De acuerdo con lo establecido en el Artículo Segundo del Convenio de Amistad, Defensa y Cooperación, España concede a los Estados Unidos de América, para fines militares, la utilización y mantenimiento de instalaciones de apoyo (en adelante IDAs) en las Bases y establecimientos relacionados en el Anejo 2 de este Convenio Complementario. Dicha utilización y mantenimiento se llevará a cabo de acuerdo con lo establecido en el Anejo 3 de este Convenio Complementario.

1.2 También de acuerdo con lo establecido en el Artículo Segundo, España concede a los Estados Unidos de América, para fines militares, de conformidad con lo dispuesto en los Anejos 4 y 5 de este Convenio Complementario, autorizaciones de uso en el territorio, mar territorial y espacio aéreo, así como de otras instalaciones españolas.

1.3 La descripción general y las finalidades de las IDAs referidas en el Artículo 1.1 se determinarán en un Canje de Notas. En el Comité Conjunto para Asuntos Político-Militares Administrativos (en adelante CCPMA) se mantendrá un inventario actualizado de los terrenos o construcciones que constituyen cada una de las IDAs, el cual expresará la función específica de cada uno de ellos.

ARTICULO 2

El Gobierno español asume la obligación de adoptar las medidas de seguridad que garanticen el ejercicio de las funciones citadas en el Artículo anterior, sin perjuicio de lo establecido a este respecto en el Anejo 3 de este Convenio Complementario.

ARTICULO 3

Las Partes acordarán el nivel máximo de Fuerzas que se autoriza al Gobierno de los Estados Unidos de América a situar en España. Las autoridades de los Estados Unidos de América informarán periódicamente a las es-

pañolas de las unidades y personal que se encuentren realmente en España. Estos requisitos se llevarán a cabo de acuerdo con lo especificado en el Anejo 3 de este Convenio Complementario.

ARTICULO 4

4.1 El almacenamiento de municiones y explosivos se efectuará de acuerdo con las normas que se establecen en el Anejo 3 de este Convenio Complementario.

4.2 El almacenamiento e instalación en territorio español de armas nucleares o no convencionales o de sus componentes quedará supeditado al acuerdo del Gobierno español.

ARTICULO 5

En caso de amenaza o ataque exterior contra cualquiera de las dos Partes que esté actuando conforme a los objetivos mencionados en el Artículo 2.2 del Convenio de Amistad, Defensa y Cooperación, el momento y modo de utilización de los apoyos a que se refiere este Convenio Complementario será objeto de consultas urgentes entre ambos Gobiernos y se determinará por mutuo acuerdo, sin perjuicio del derecho inherente de cada Parte a la directa e inmediata legítima defensa. Tales consultas urgentes tendrán lugar en el Consejo Hispano-Norteamericano aunque, cuando la inminencia del peligro así lo exija, ambos Gobiernos establecerán contacto directo para adoptar la solución que proceda.

ARTICULO 6

Tal como establece el Convenio Complementario 1, la coordinación permanente entre ambas Partes y la resolución de los problemas que puedan surgir en la aplicación de este Convenio Complementario y que no puedan ser solucionados dentro de la competencia de las autoridades española y norteamericana directamente responsables, se efectuará a través del CCPMA.

ARTICULO 7

7.1 En caso de retirada de las Fuerzas de los Estados Unidos de América prevista en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación, tal retirada se llevará a cabo de acuerdo con lo establecido en el Anejo 3 de este Convenio Complementario.

7.2 A partir de la notificación escrita de terminación prevista en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación, las Partes efectuarán consultas de acuerdo con el Anejo 3 de este Convenio Complementario a fin de que las Fuerzas Armadas Españolas hagan los planes necesarios para evitar repercusiones negativas en sus actividades, teniendo en cuenta las propiedades muebles que las Fuerzas de los Estados Unidos de América proyecten ofrecer para su enajenación en España.

ARTICULO 8

Las Partes reconocen que nada en este Convenio Complementario derogará el derecho inmanente de España, de acuerdo con el Derecho Internacional, a adoptar las medidas necesarias para salvaguardar su seguridad nacional en situaciones de emergencia.

ARTICULO 9

El presente Convenio Complementario, juntamente con sus Anejos y Apéndices, entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

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POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

POR EL REINO DE ESPAÑA

F. P. R. Ulsa.

CONVENIO COMPLEMENTARIO 2

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 1. DEFINICIONES

A los efectos de este Convenio Complementario, se establecen las siguientes definiciones:

1. INSTALACION DE APOYO (IDA)

Es todo terreno, construcción o conjunto de ellos, propiedad del Estado español, cuya utilización se concede a las Fuerzas de los Estados Unidos de América para finalidades específicas en cumplimiento del Convenio de Amistad, Defensa y Cooperación.

2. FUERZA, ELEMENTO CIVIL Y PERSONAS A CARGO

A los efectos de este Convenio Complementario y sus Anejos, estos términos tendrán la significación que se les atribuye en el Convenio sobre Estatuto de Fuerzas de la OTAN, con las ampliaciones contenidas en el Convenio Complementario 5 y sus Anejos.

3. BUQUES DE LAS FUERZAS DE LOS ESTADOS UNIDOS DE AMERICA

A efectos de escalas en puertos españoles, se consideran los siguientes:

3.1 Buques de la Marina de los Estados Unidos de América, tanto de combate como auxiliares, bajo el mando de un Oficial naval de los Estados Unidos de América.

3.2 Buques al servicio de la Marina de los Estados Unidos de América denominados "United States Naval Ships" (USNS) y buques de la "General Agency Agreement" (GAA), unos y otros pertenecientes al Gobierno de los Estados Unidos de América y cuyas actividades se realizan a través del Mando de Transporte Marítimo Militar (MSC).

3.3 Otros buques de pabellón de los Estados Unidos de América que se encuentren fletados totalmente por el Departamento de Defensa.

4. BUQUES DE LA ARMADA ESPAÑOLA

A efectos de escalas en puertos de los Estados Unidos de América, se consideran los siguientes:

4.1 Buques de la Armada Española, tanto de combate como auxiliares, bajo el mando de un Oficial de la Armada Española.

4.2 Buques al servicio de las Fuerzas Armadas Españolas que sean propiedad del Gobierno español.

4.3 Otros buques de pabellón español que se encuentren fletados totalmente por las Fuerzas Armadas Españolas.

5. ESCALA DE BUQUES

Se clasifican en:

5.1 Tipo "A" : Escalas sin protocolo. Aquéllas en que el ceremonial se reduce a los saludos y visitas normales.

5.2 Tipo "B" : Escalas operativas. Aquéllas que tienen lugar principalmente por razones logísticas o reparaciones.

5.3 Tipo "C" : Escalas de cortesía. Las de naturaleza protocolaria, en el curso de las cuales se realizan intercambios de visitas y recepciones, y que requieren previo acuerdo por vía diplomática.

CONVENIO COMPLEMENTARIO DOS

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 2. BASES Y ESTABLECIMIENTOS QUE CONTIENEN IDAs

1. Bases y establecimientos, propiedad del Estado español, en que existen IDAs para su utilización y mantenimiento por las Fuerzas de los Estados Unidos de América.

1.1 BASES

Base Aérea de Morón
Base Aérea de Torrejón de Ardoz
Base Aérea de Zaragoza
Base Naval de Rota

1.2 ESTABLECIMIENTOS

Polvorines y depósitos de combustible de Cartagena
Estación de comunicaciones de Humosa
Estación de comunicaciones de Inogés
Estación de comunicaciones de Sóller
Estación de comunicaciones de Menorca
Relé de comunicaciones de Estaca de Bares
Estación LORAN de Estartit
Estación de comunicaciones de Guardamar del Segura
Estación meteorológica y sismológica de Sonseca

2. Siempre que se mencionen "Bases y establecimientos" en los textos de este Convenio Complementario, se entenderá que son aquéllos que contienen IDAs, a no ser que se especifique otra cosa.

CONVENIO COMPLEMENTARIO DOS

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 3. ESTATUTO DE LAS INSTALACIONES DE APOYO

ARTICULO 1

1.1 Las Bases y establecimientos relacionados en el Anejo 2 del Convenio Complementario 2 estarán bajo mando español.

Sólo ondearán la bandera y las insignias de mando españolas en estas Bases y establecimientos.

1.2 Todas las IDAs utilizadas por las Fuerzas de los Estados Unidos de América en dichas Bases o establecimientos estarán bajo la responsabilidad de un Jefe de las Fuerzas de los Estados Unidos de América en cada Base o establecimiento, el cual ejercerá el mando y control sobre dichas fuerzas incluyendo su equipo, material y los locales utilizados exclusivamente por ellas.

1.3 El Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América estacionadas en los mismos se relacionarán directamente y mantendrán un estrecho contacto y coordinación para el cumplimiento del Convenio Complementario 2 y sus Anejos.

1.4 El Mando de la Base o establecimiento, personalmente o en forma delegada, tendrá acceso a todas las IDAs excepto a las áreas criptográficas y al equipo clasificado. El acceso a las áreas en que exista equipo o información clasificada se efectuará según procedimientos establecidos de mutuo acuerdo. El Jefe de las Fuerzas de los Estados Unidos mantendrá informado al Mando de la Base o establecimiento de la localización de las áreas criptográficas y del equipo e información clasificados.

1.5 El Mando de la base o establecimiento será informado de los tipos de equipo y material y de los tipos y cantidades de armas existentes en cada IDA, y será notificado de los cambios importantes que se produzcan en dichos tipos o cantidades.

1.6 Sin perjuicio de lo establecido en el 1.2 de este Artículo, corresponde al Mando de la Base o establecimiento:

1.6.1 Establecer las normas generales de la Base o establecimiento.

1.6.2 Relacionarse con las Autoridades locales españolas y con las adecuadas instituciones públicas o privadas en asuntos oficiales relacionados con la presencia de las Fuerzas de los Estados Unidos de América en la Base o establecimiento, tras consulta, cuando sea necesario, con el Jefe de las citadas Fuerzas.

1.6.3 Establecer las medidas de seguridad, de acuerdo con el Artículo 2 de este Anejo.

1.7 Las Fuerzas Armadas Españolas serán las encargadas de rendir los honores militares. Sin embargo, podrán rendirse conjuntamente cuando así lo acuerden el Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América, de conformidad con las normas establecidas por el CCPMA.

ARTICULO 2

2.1 De acuerdo con las disposiciones del Artículo 1 de este Anejo, la seguridad de cada Base o establecimiento corresponderá al Mando de los mismos.

2.2 En consonancia con el Artículo 1.2 de este Anejo, el Jefe de las Fuerzas de los Estados Unidos de América será responsable de la seguridad interior en lo que afecte al personal, equipos, material y locales utilizados exclusivamente por dichas Fuerzas, adoptando las medidas adecuadas, que deberá someter al Mando de la Base o establecimiento a efectos de coordinación. El Jefe de las Fuerzas de los Estados Unidos de América podrá autorizar al personal correspondiente a portar armas, con sujeción a la autorización española en las condiciones que se acuerden.

2.3 En las normas generales citadas en el Artículo 1.6.1 se establecerán los procedimientos para facilitar la entrada y salida de las personas autorizadas y de sus vehículos. Con independencia de las que puedan concederse a través del CCPMA, existirán cinco clases de autorizaciones, referidas al siguiente personal:

2.3.1 Personas con acceso autorizado por razón de su condición. Son los miembros de la fuerza, el elemento civil y las personas a cargo de ambos que posean la documentación apropiada que acredite dicha condición. Esta documentación será válida para la entrada y salida de todas las Bases y establecimientos especificados en el Anejo 2 del Convenio Complementario 2.

2.3.2 Personas con acceso autorizado por razón de su actividad en la Base o establecimiento, dotadas de una tarjeta de identificación expedida por el Mando de la Base o establecimiento por el tiempo que dure esta actividad, a petición del Jefe de las Fuerzas de los Estados Unidos de América.

2.3.3 Personas con acceso autorizado temporalmente a las zonas residenciales, sociales y recreativas, a petición de los miembros de la Fuerza o el elemento civil.

2.3.4 Personas que sean miembros de la tripulación de buques de las Fuerzas de los Estados Unidos de América, para su acceso a la Base Naval de Rota.

2.3.5 Otros miembros de las Fuerzas Armadas de los Estados Unidos de América, empleados civiles de éstas y personas a cargo de unos y otros para la utilización del transporte autorizado en aeronaves operadas por o para las Fuerzas de los Estados Unidos de América, o para acceso a las IDAs sanitarias de los Estados Unidos de América, previa aprobación del Jefe de las Fuerzas de los Estados Unidos de América.

2.4 El Jefe de las Fuerzas de los Estados Unidos de América proporcionará al Mando de cada Base o establecimiento personal cualificado para facilitar la identificación y la entrada y salida del personal y los vehículos de los Estados Unidos de América, así como para llevar a cabo el registro de los mismos, en caso necesario, en los puntos de control de acceso.

2.5 El Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América podrán establecer acuerdos para la prevención y extinción de incendios, mantenimiento de las adecuadas condiciones sanitarias en la Base o establecimiento y cooperación en caso de desastre público.

2.6 Cuando las circunstancias aconsejen el refuerzo de las medidas de seguridad exterior, el Mando de la Base o establecimiento podrá requerir del Jefe de las Fuerzas de los Estados Unidos de América apoyo en vehículos y equipos durante el período de tiempo que acuerden mutuamente.

ARTICULO 3

3.1 La información de interés para España que se obtenga en las IDAs dedicadas a la obtención de información deberá ser compartida en modo y tiempo útiles. Cuando las Autoridades españolas lo consideren conveniente, podrá

participar personal español conjuntamente con el de los Estados Unidos de América en dichas IDAs, sin perjuicio de lo establecido en el Artículo 1.4 de este Anejo.

3.2 Las modalidades de la participación a que se ha hecho referencia en el Artículo 3.1 y los procedimientos a seguir para compartir la información elaborada se especificarán en acuerdos mutuamente convenidos. Asimismo, se podrán asignar oficiales de enlace españoles entre Mandos españoles y de los Estados Unidos de América cuando ambas Partes lo acuerden.

3.3 A iniciativa de las Autoridades españolas se establecerán consultas con las de los Estados Unidos de América para determinar la posibilidad de la participación española en el funcionamiento de otras IDAs. Las modalidades de dicha participación, incluído el adiestramiento, serán especificadas en acuerdos mutuamente convenidos.

3.4 En respuesta a peticiones formuladas por las Fuerzas de los Estados Unidos de América a través del CCPMA, corresponderá a las Autoridades españolas:

3.4.1 Autorizar aumentos temporales y sustanciales o cambios en la naturaleza del nivel de fuerzas en una Base o establecimiento, especificado en el Canje de Notas mencionado en los Artículos 6.1 y 6.3 de este Anejo. Dichos incrementos se mantendrán dentro del nivel total de fuerzas autorizado.

3.4.2 Autorizar cualquier variación significativa en la finalidad o en el modo de utilización de una IDA, así como el montaje de nuevos equipos de importancia que puedan implicar un incremento significativo en la capacidad de una IDA.

3.4.3 Aprobar las normas para la entrada y visita de las Bases o establecimientos de personalidades y funcionarios de los Estados Unidos de América que no tengan autoridad directa sobre las Fuerzas de los Estados Unidos de América estacionadas en España.

3.4.4 Establecer las normas para el acceso a las Bases o establecimientos de personal militar de terceros países que esté embarcado en buques o aeronaves de las Fuerzas de los Estados Unidos de América.

3.4.5 Autorizar la entrada en las Bases o establecimientos de personas de tercera nacionalidad no incluídas en el párrafo anterior.

3.5 Las Fuerzas de los Estados Unidos de América podrán en cualquier momento retirar de las IDAs estructuras desmontables, equipos y otras propiedades muebles, dejando los terrenos en condiciones de utilización.

3.6 Cuando las Fuerzas de los Estados Unidos de América proyecten la suspensión prolongada o la terminación de la actividad de una IDA o una retirada sustancial de equipos importantes, lo notificarán a las Autoridades españolas adecuadas. Cuando una reducción de la capacidad pueda afectar significativamente a las actividades de las Fuerzas Armadas Españolas, se celebrarán consultas al respecto entre las correspondientes Autoridades Militares de ambas Partes. Dichas consultas podrán ser iniciadas por cualquiera de las Partes.

3.7 A la expiración del Convenio de Amistad, Defensa y Cooperación o cuando los Estados Unidos de América pongan término a la utilización de una IDA se procederá a su devolución al Gobierno español, a través del CCPMA, causando baja en el inventario de acuerdo con las siguientes normas:

3.7.1 Los edificios o construcciones permanentes se entregarán en condiciones de prestar servicio, incluyendo los sistemas de producción y distribución de energía y agua, y los de calefacción y aire acondicionado que se encuentren integrados en los inmuebles, sin que ello origine gastos adicionales para el Gobierno de los Estados Unidos de América.

3.7.2 Las Fuerzas de los Estados Unidos de América al abandonar tales edificios o construcciones permanentes procurarán evitar causar daño a los mismos.

3.7.3 La finalización de la transferencia de edificios o construcciones permanentes será certificada por el Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América en la Base o establecimiento.

3.8 Las Autoridades españolas tendrán derecho preferente a la adquisición de cualquier equipo, material, estructura desmontable o suministro que las Fuerzas de los Estados Unidos de América consideren excedente y proyecten enajenar en España.

ARTICULO 4

4.1 Las normas de utilización relativas a las instalaciones y servicios de uso compartido se especificarán en acuerdos establecidos entre el Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América. Estos acuerdos se someterán al CCPMA para coordinación.

4.2 Las normas generales establecidas por el Mando de la Base o establecimiento que cita el Artículo 1.6.1 de este Anejo determinarán la celebración de consultas antes de que cualquiera de las Partes lleve a cabo acciones en una Base o establecimiento que puedan afectar a las actividades de la otra. En el desempeño de sus cometidos, cada Jefe respetará las misiones y actividades del otro. Si surgiesen problemas en la aplicación de estas normas que no pudieran ser resueltos de acuerdo con lo establecido en el Artículo 1.3 de este Anejo, se remitirán al CCPMA para su urgente consideración.

4.3 Los gastos de funcionamiento y mantenimiento de las IDAs utilizadas exclusivamente por las Fuerzas de los Estados Unidos de América serán sufragados por dichas Fuerzas. Los gastos de funcionamiento y mantenimiento de las instalaciones utilizadas exclusivamente por las Fuerzas Armadas Españolas serán sufragados por éstas. En cuanto a las IDAs e instalaciones utilizadas por las Fuerzas de ambos países, cada Parte soportará sus propios gastos de funcionamiento y mantenimiento y ninguna intentará conseguir el reembolso por parte de la otra de los gastos de funcionamiento y mantenimiento, incluídos los servicios de gas, electricidad, calefacción y similares, que se produzcan en el curso de la utilización de dichas IDAs e instalaciones a no ser que se convenga de otra forma.

4.4 Para asegurar la adecuada protección del medio ambiente y la salud pública, las Autoridades Militares de ambos países colaborarán con objeto de cumplir las exigencias legales que sean de aplicación a las Bases y establecimientos de las Fuerzas Armadas Españolas. El Mando de la Base o establecimiento informará al Jefe de las Fuerzas de los Estados Unidos de América de dichas normas. Cuando las Autoridades de los Estados Unidos de América soliciten autorización del Gobierno español para una nueva IDA, actividad, o modificación de las existentes, de cierta importancia, especificarán las repercusiones significativas sobre la sanidad ambiental, si procede, así como las medidas correctoras y previsiones para caso de accidente.

4.5 Las Fuerzas de los Estados Unidos de América podrán mantener y utilizar dentro de las Bases y establecimientos, instalaciones sanitarias, economatos, comedores y centros sociales, deportivos y recreativos en la forma que se establece en este Anejo y en el Convenio Complementario 5.

ARTICULO 5

5.1 La realización por parte de las Fuerzas de los Estados Unidos de América de obras que impliquen modificación del volumen útil o de la forma exterior de una IDA, requerirá autorización previa, solicitada a través del Mando de la Base o establecimiento.

5.2 Si la obra fuera considerada de mayor importancia por las Autoridades españolas, la decisión que adopten se comunicará a las Autoridades de los Estados Unidos de América a través del CCPMA.

5.3 Los proyectos de mantenimiento de una de las Partes que puedan afectar a las actividades de la otra se coordinarán con anticipación entre el Mando de la Base o establecimiento y el Jefe de las Fuerzas de los Estados Unidos de América.

ARTICULO 6

6.1 El Gobierno de los Estados Unidos de América podrá destinar a España las unidades militares y miembros de la fuerza y del elemento civil necesarios para la utilización y el mantenimiento de las IDAs y el desarrollo de las actividades autorizadas en el Convenio Complementario 2, dentro del nivel de fuerzas establecido mediante Canje de Notas. Los miembros de la fuerza y del elemento civil podrán ser acompañados por las personas a su cargo. El nivel de fuerzas comprenderá:

6.1.1. Despliegue y tipo de unidades militares principales destinadas en España, con carácter permanente o rotativo, incluyendo el tipo y número máximo de aviones y buques autorizados y sus actividades principales.

6.1.2. Número máximo de miembros de la fuerza y del elemento civil que pueden destinarse con carácter permanente o rotativo en cada una de las Bases o establecimientos relacionados en el Anejo 2 del Convenio Complementario 2. En el CCPMA existirá una relación con el número máximo de los miembros de la fuerza y del elemento civil que podrá formar parte de cada uno de los tipos de unidades indicadas en el nivel de fuerzas en cada Base o establecimiento.

6.2 Trimestralmente, la Autoridad competente de los Estados Unidos de América remitirá al CCPMA, una relación actualizada de las unidades y personal citados en el Artículo 6.1 que se encuentren en España, con inclusión de las personas a cargo. El CCPMA deberá remitir copias a dicha información, en la parte que le afecte, al Mando de la Base o establecimiento correspondiente.

6.3 El Gobierno de los Estados Unidos de América podrá también destinar miembros de la fuerza y del elemento civil a España, con carácter temporal, en comisión de servicio, dentro de los niveles establecidos en Canje de Notas, dando cuenta periódicamente al CCPMA.

6.4 Las Fuerzas de los Estados Unidos de América podrán traer a territorio español un número limitado de especialistas de terceros países que sean necesarios y de los que no se disponga en tiempo oportuno en España, únicamente para su empleo por dichas fuerzas o sus contratistas, y con sujeción al derecho de las Autoridades españolas de aprobar su entrada en España. A este objeto se someterá, a través del CCPMA, la solicitud oportuna con la debida justificación.

Las Autoridades correspondientes de los Estados Unidos de América remitirán trimestralmente al CCPMA y al Mando de la Base o establecimiento afectado una relación nominal del personal de terceros países que preste servicios a las Fuerzas de los Estados Unidos de América en España con cargo a fondos presupuestarios o extrapresupuestarios, indicando su actividad y la IDA a la que está asignado.

ARTICULO 7

7.1 Las Fuerzas de los Estados Unidos de América podrán almacenar y mantener municiones y explosivos en las IDAs previstas para este fin en las Bases y establecimientos relacionados en el Anejo 2 del Convenio Complementario 2.

7.2 La autorización para cualquier incremento sustancial o alteración del tipo de la munición normalmente almacenada en una IDA será tramitada a través del CCPMA.

7.3 A efectos de seguridad los criterios para almacenamiento de municiones y explosivos en las IDAs designadas para este fin serán, como mínimo, los aplicables a las Fuerzas Armadas Españolas según las normas en vigor.

7.4 En los planos generales de las Bases y establecimientos en los que existan IDAs del tipo citado, se detallarán las zonas de seguridad correspondientes, aunque rebasen los límites de la Base o establecimiento. En estas zonas de seguridad se aplicarán las disposiciones de la legislación española vigente.

CONVENIO COMPLEMENTARIO DOS

"INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO"

ANEJO 4. ESTATUTO DE LAS AUTORIZACIONES DE USO

ARTICULO 1

1.1 Las Partes reafirman que el Convenio de Amistad, Defensa y Cooperación ha sido concertado reconociendo la plena soberanía y control de España sobre su territorio y espacio aéreo. En consecuencia, las autorizaciones establecidas en este Anejo se aplicarán de conformidad con estos principios de soberanía y control.

1.2 Dichas autorizaciones serán aplicables exclusivamente a las actividades para la consecución de objetivos dentro del ámbito a que se refiere el Artículo 2.2 del Convenio de Amistad, Defensa y Cooperación.

ARTICULO 2

2.1 Las aeronaves de las Fuerzas de los Estados Unidos de América desplegadas en España con carácter permanente o rotativo, dentro del nivel de fuerzas acordado, pueden sobrevolar, entrar y salir del espacio aéreo español y utilizar las bases y establecimientos especificados en el Anejo 2 del Convenio Complementario 2, sin más requisito que el cumplimiento de la reglamentación española de circulación aérea. Para utilizar otras bases, aeródromos militares y aeropuertos, deberá solicitarse la correspondiente autorización a través del CCPMA, con una antelación mínima de 48 horas.

2.2 Otras aeronaves norteamericanas operadas por o para las Fuerzas de los Estados Unidos de América podrán sobrevolar, entrar y salir del espacio aéreo español y utilizar las bases y establecimientos especificados en el Anejo 2 del Convenio Complementario 2 para el cumplimiento de misiones programadas, previa notificación efectuada al CCPMA con una antelación mínima de siete días hábiles al comienzo del programa. Cuando proceda, se notificarán las variaciones al programa. Para la realización de misiones de apoyo logístico a las Fuerzas de los Estados Unidos de América desplegadas en España, o a las aeronaves dependientes de tales Fuerzas a estos efectos, bastará con la notificación al Mando de la Base sobre el tipo y finalidad de la misión.

2.3 Las autorizaciones concedidas en el párrafo 2.1 de este Artículo podrán extenderse también a otras aeronaves norteamericanas operadas por o para las Fuerzas de los Estados Unidos de América no incluidas en los

párrafos anteriores, previa notificación del tipo y finalidad de la misión al CCPMA con una antelación mínima de 48 horas, o con la máxima antelación posible en los casos de urgencia.

2.4 Las Autoridades españolas competentes podrán, cuando las circunstancias lo aconsejen, reducir los requisitos que se establecen en los párrafos anteriores de este Artículo.

2.5 En las situaciones a que se hace referencia en el Artículo 5 del Convenio Complementario 2, así como para la realización de vuelos cuyos objetivos vayan más allá de los mencionados en el Artículo 2.2 del Convenio de Amistad, Defensa y Cooperación, las aeronaves norteamericanas operadas por o para las Fuerzas de los Estados Unidos de América podrán disfrutar de los privilegios citados en el apartado 2.1 de este Artículo mediante la autorización previa del Gobierno español.

2.6 Para hacer uso de las autorizaciones citadas en los apartados anteriores será preciso que las tripulaciones de las aeronaves militares sean miembros de las Fuerzas de los Estados Unidos de América, salvo autorización solicitada a través del CCPMA.

2.7 En caso de emergencia en vuelo, las aeronaves norteamericanas operadas por o para las Fuerzas de los Estados Unidos de América están autorizadas a utilizar cualquier base, aeródromo o aeropuerto español.

2.8 Cualquier problema que pueda suscitarse en relación con la aplicabilidad de cualquiera de las cláusulas anteriores a una misión en particular será sometido al CCPMA.

ARTICULO 3

3.1 Todos los movimientos en el espacio aéreo español que efectúen las aeronaves de las Fuerzas de los Estados Unidos de América se llevarán a cabo de acuerdo con planes de vuelo debidamente aprobados y se ajustarán a las normas especificadas en la reglamentación española de circulación aérea, así como a las instrucciones dadas por las Autoridades españolas de control de tránsito aéreo.

3.2 Son Autoridades de control de tránsito aéreo, las siguientes:

3.2.1 Regionales:

Los Jefes de los Centros de regiones de información de vuelo (FIC).

Los Jefes de los Centros de control de áreas (ACC).

3.2.2 Locales:

El Oficial de vuelo, por delegación del Comandante de la Base Aérea.

El Oficial del Aeropuerto, por delegación del Director del Aeropuerto.

El Controlador Jefe, por delegación de ambos.

3.3 Las torres de control militares estarán bajo el mando del Oficial de vuelo español. En las que fuera necesaria una coordinación de control de aviones de las Fuerzas de los Estados Unidos de América se situarán uno o varios controladores de los Estados Unidos de América, los cuales deberán poseer suficientes conocimientos del idioma español para auxiliar en su cometido al controlador-supervisor español.

3.4 Las Autoridades de los Estados Unidos de América notificarán a las Autoridades españolas competentes, con al menos 24 horas de anticipación, los vuelos en formación de ocho o más aviones que entren, salgan o se realicen dentro del espacio aéreo español.

3.5 Con anticipación de 24 horas, las Autoridades de los Estados Unidos de América comunicarán cualquier movimiento aéreo que pueda originar un aumento de la actividad aérea normal. Salvo en caso de autorización expresa de las Autoridades aéreas españolas no se realizarán vuelos que puedan representar riesgo especial para la población civil.

ARTICULO 4

4.1 Las aeronaves de las Fuerzas de los Estados Unidos de América destinadas con carácter permanente o rotativo en España y las unidades aéreas de la VI Flota serán autorizadas a usar para su entrenamiento determinados espacios aéreos y polígonos aire-aire y aire-tierra de los reservados a este fin para las Fuerzas Aéreas Españolas, de acuerdo con los programas establecidos anualmente por las Autoridades Españolas, que tendrán en cuenta las necesidades de las Fuerzas de los Estados Unidos de América en España.

4.2 Los espacios aéreos para entrenamiento estarán perfectamente delimitados, tanto en extensión como en niveles de vuelo y horarios de utilización. El uso de estos espacios estarán supeditados a la seguridad y fluidez de la circulación aérea, tanto civil como militar.

4.3 Los vuelos de entrenamiento se realizarán de acuerdo con la reglamentación española de circulación aérea.

4.4 Para el desarrollo de los programas anuales se establecerá la coordinación necesaria entre las Fuerzas Armadas Españolas y las de los Estados Unidos de América que corresponda, a fin de fijar las fechas y horarios para las Fuerzas de los Estados Unidos de América, reajustarlos periódicamente, establecer los procedimientos para obtener la más eficaz utilización de los polígonos y convenir las aportaciones de personal y material que proporcione cada Fuerza.

4.5 Cuando los polígonos dispongan de torre de control ésta estará siempre bajo el mando de un Oficial de Tiro español. Cuando efectúen entrenamiento las Fuerzas de los Estados Unidos de América un Oficial de Tiro de los Estados Unidos de América se encontrará en la misma Torre para dirigir los movimientos de los aviones propios, exclusivamente dentro del polígono.

4.6 La distribución de los gastos que se ocasionen por la utilización de polígonos se hará de conformidad con lo que se acuerde mutuamente.

ARTICULO 5

La realización de ejercicios de las Fuerzas de los Estados Unidos de América en otras zonas de España estará sujeta a la autorización en cada caso de las Autoridades españolas, solicitada a través del CCPMA.

ARTICULO 6

6.1 En caso de accidente ocurrido a aeronaves de las Fuerzas de los Estados Unidos de América en territorio español, las Autoridades españolas y las de los Estados Unidos de América cooperarán en la adopción de medidas de salvamento. Las medidas para retirar las aeronaves averiadas y su equipo técnico serán de la responsabilidad de las Autoridades competentes de los Estados Unidos de América.

6.2 Las Autoridades españolas tendrán la responsabilidad de la seguridad exterior de las aeronaves accidentadas. Sin embargo, si Fuerzas de los Estados Unidos de América fueran las primeras en llegar al lugar del accidente, podrán asumir la custodia de dichas aeronaves hasta la llegada de Fuerzas españolas.

6.3 El personal técnico norteamericano designado por las Fuerzas de los Estados Unidos de América tendrá acceso al lugar del accidente. Este personal cooperará plenamente con el Oficial español investigador para asegurar que ninguna intervención posterior al accidente pueda perjudicar la investigación a realizar.

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6.4 La investigación de estos accidentes será realizada conforme a la legislación española sobre navegación aérea con independencia de la investigación que corresponda a las Autoridades de los Estados Unidos de América.

6.5 Al iniciarse la investigación sobre un determinado accidente, las Autoridades de los Estados Unidos de América proporcionarán a las Autoridades españolas los datos de asistencia técnica que éstas soliciten, excepto los que sean de carácter clasificado.

ARTICULO 7

Las Autoridades españolas y las de los Estados Unidos de América cooperarán y se prestarán toda la ayuda posible en las operaciones de búsqueda y salvamento aéreo.

ARTICULO 8

8.1 La utilización del Puerto de la Base Naval de Rota quedará regulada por unas normas a desarrollar por el Almirante Jefe de la Base con la colaboración del Jefe de las Fuerzas de los Estados Unidos de América estacionadas en la Base. Dichas normas estarán de acuerdo con lo especificado en el Anejo 3 de este Convenio Complementario, y con la Parte I del Apéndice A de este Anejo y contendrán:

8.1.1 Normas concernientes a buques de guerra, que incluirán procedimientos de notificación de llegada, prioridad de entrada y atraque y cuantas se estimen necesarias.

8.1.2 Normas concernientes a buques mercantes, que incluirán las mencionadas en el Artículo 8.1.1, más todo aquello referente a practicajes, remolcadores, amarraje, sanidad, plática, manifiesto de carga, aduana y cuanto se considere preciso para evitar posibles interferencias, incompatibilidades, congestiones de puerto y riesgos de accidente.

8.2 Cuando buques de los no incluídos entre los definidos como "Buques de las Fuerzas de los Estados Unidos de América" precisen la entrada en la Base Naval de Rota por necesidades de dichas Fuerzas, se solicitará la correspondiente autorización de las Autoridades españolas a través del CCPMA, especificando las razones que la motivan.

8.3 De conformidad con lo establecido en el Artículo 2.2 del Convenio de Amistad, Defensa y Cooperación y a efectos de seguridad de la navegación en inmersión, se establecerán los acuerdos pertinentes entre las respectivas Autoridades de ambas Marinas.

ARTICULO 9

9.1 Para las operaciones de carga o descarga de municiones y explosivos en los puntos que expresamente se designen a tal fin, así como para su transporte terrestre, marítimo o aéreo dentro del territorio español, las Fuerzas de los Estados Unidos de América solicitarán autorización de las Autoridades españolas a través del CCPMA, a no ser que tales operaciones vayan a tener lugar íntegramente en el interior de las Bases o establecimientos relacionados en el Anejo 2 de este Convenio Complementario. Cada petición será efectuada con la mayor antelación posible, nunca inferior a siete días antes del comienzo de las operaciones, y especificará, en su caso:

9.1.1 Punto de carga o descarga y punto de destino.

9.1.2 Fondeadero o muelle solicitado.

9.1.3 Día y hora previstos de llegada.

9.1.4 Identificación del buque y calado o del medio de transporte correspondiente.

9.1.5 Duración prevista de la carga o descarga.

9.1.6 Descripción y cantidad de municiones o material explosivo que se van a cargar, descargar o transportar.

9.1.7 Medios de transporte propuestos para el traslado de municiones.

9.1.8 Medidas de seguridad a seguir en la carga, descarga y transporte.

9.2 Una vez autorizada la realización de las operaciones descritas en el punto anterior, el CCPMA lo comunicará simultáneamente a las correspondientes Autoridades españolas y norteamericanas.

9.2.1 Las Autoridades españolas serán responsables de los procedimientos de seguridad exterior y determinarán las medidas de control que sean necesarias durante tales operaciones de carga, descarga y transporte.

9.2.2 Durante las operaciones de carga y descarga, así como para el transporte a las zonas de almacenamiento se aplicarán, como mínimo, las normas de seguridad establecidas en los correspondientes Reglamentos Militares españoles vigentes, así como las específicas que rijan para el medio de transporte que se utilice.

ARTICULO 10

La instalación, mantenimiento y utilización de sistemas de telecomunicaciones y electrónica por las Fuerzas de los Estados Unidos de América en España se detallan en el Apéndice "B".

ARTICULO 11

Las Fuerzas de los Estados Unidos de América están autorizadas a utilizar los servicios del sistema semiautomático de Defensa Aérea español, conforme con las normas que se establezcan de mutuo acuerdo.

CONVENIO COMPLEMENTARIO DOS

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 4. ESTATUTO DE LAS AUTORIZACIONES DE USO

APENDICE A

"NORMAS REGULADORAS DE LAS ESCALAS DE BUQUES A PUERTOS DE ESPAÑA

Y DE LOS ESTADOS UNIDOS DE AMERICA"

PARTE I

Normas reguladoras de las escalas de los buques de los Estados Unidos de América en puertos españoles.

1. Este Apéndice se aplica a los buques de las Fuerzas de los Estados Unidos de América definidos en el Anejo 1 del Convenio Complementario 2 que hagan escalas en puertos españoles.

2. Los buques de las Fuerzas de los Estados Unidos de América pueden entrar en los puertos y fondeaderos españoles y salir de ellos, conforme a las disposiciones de este Apéndice.

3. Las escalas se clasifican y definen como se especifica en el Anejo 1 del Convenio Complementario 2.

4. La autorización para las escalas tipo "A" se obtendrá por las Autoridades de la Marina de los Estados Unidos de América por medio de su Agregado Naval.

4.1 El Agregado Naval de los Estados Unidos de América en Madrid informará a las Autoridades correspondientes de la Armada Española, con cinco días de antelación a la escala como mínimo.

4.2 La notificación comprenderá, con todo detalle, el nombre del puerto o zona donde se propone hacer la escala; nombres y tipos de los buques, así como si éstos contestan o no a los saludos al cañón; nombre de los Oficiales que arbolan insignia, Jefes de unidades, Comandantes, Capitanes mercantes, Oficiales de enlace que se hallen a bordo y los pasajeros de distinción que pudieran hallarse embarcados, fechas que comprende la visita o

escala y clases de concesiones que desean, así como modos de emisión y frecuencias de radiocomunicaciones que deseen utilizar durante la escala.

5. La autorización de escalas de tipo "B" y las de buques de propulsión nuclear se obtendrá a través del CCPMA.

5.1 El Agregado Naval de los Estados Unidos de América en Madrid hará notificación al CCPMA, con una antelación mínima de cinco días en el caso de las escalas tipo "B". Para las de buques de propulsión nuclear la antelación mínima será la que se comunique a través del CCPMA. En ambos casos se informará a las Autoridades correspondientes de la Armada Española.

5.2 La notificación comprenderá, además de los mismos datos indicados para las escalas tipo "A", detalles sobre el objeto de la visita.

6. La autorización de escalas tipo "C" será gestionada por canales diplomáticos y puede incluir aquéllas notificaciones que sean acordadas por ambas Partes.

7. En casos de emergencia, incluído el mal tiempo, en que no pueda hacerse la notificación anticipada, los detalles de la escala serán comunicados inmediatamente a las Autoridades competentes de la Armada Española y al Agregado Naval de los Estados Unidos de América.

8. Durante las escalas tipo "A" y "C", el intercambio de saludos al cañón y las visitas se efectuarán de acuerdo con las costumbres internacionales.

9. Durante las escalas tipo "B", no se efectuarán saludos al cañón y el intercambio de visitas quedará normalmente reducido a la superior Autoridad Naval en tierra, o en ausencia de dicha Autoridad, a la Autoridad Militar más caracterizada.

10. Durante su estancia en puertos o fondeaderos españoles, los buques de las Fuerzas de los Estados Unidos de América se regirán por las siguientes normas:

10.1 Deberán cumplirse todas las normas reglamentarias relativas a practicaje, sanidad y aduanas, que sean de aplicación a los buques de la Armada Española.

10.2 Las tarifas por servicios portuarios y de practicaje prestados por organismos o entidades oficiales del Estado serán de aplicación a los buques de las Fuerzas de los Estados Unidos de América en iguales condiciones y con las mismas dispensas que fija la legislación española vigente para los buques de guerra españoles. Para aquellos otros de libre contratación las tarifas quedarán a resultas de la misma.

10.3 Los buques de las Fuerzas de los Estados Unidos de América, al igual que los buques de la Armada Española, estarán exentos de inspecciones, incluídas las de aduanas y sanidad. La existencia a bordo de enfermedades contagiosas, cuya existencia se sospeche o conozca, será comunicada con anterioridad a la solicitud de libre plática. Los efectos personales desembarcados de buques visitantes estarán sujetos a declaración e inspección por las Autoridades aduaneras locales.

10.4 El personal que desembarque temporalmente de los buques visitantes, con obligación de reincorporarse a bordo antes de la salida del buque a la mar, no necesitará ni pasaporte ni visado. Se requerirá documentación de identidad del Departamento de Defensa de los Estados Unidos de América.

10.5 Queda autorizado el uso de uniforme para las visitas a tierra.

11. Entre las clases de concesiones a que se refiere el Artículo 4.2 y que podrán normalmente acordarse para los buques de las Fuerzas de los Estados Unidos de América, previa notificación, están las siguientes:

11.1 Clase 1. Aprovisionamientos logísticos: Comprenderán combustibles y víveres frescos y secos que serán suministrados en la medida posible por los medios locales o con arreglo a pedido previo.

11.2 Clase 2. Reparaciones: Las reparaciones y obras de modificación estarán sujetas a acuerdos especiales en cada caso.

11.3 Clase 3. Permiso para bajar a tierra: Los permisos para bajar a tierra estarán sujetos a cualquier restricción que puedan imponer las Autoridades locales de la Armada Española. A través de las Autoridades Militares locales se facilitarán, de acuerdo con las normas y tarifas establecidas, instalaciones deportivas y recreativas.

11.4 Clase 4. Patrullas: Personal de uniforme y sin armas para auxiliar a las Autoridades locales en el mantenimiento del orden.

11.5 Clase 5. Instrucción: Incluye la utilización de zonas de instrucción en tierra o en el mar territorial en aquellos lugares que pudieran convenirse con los Mandos locales.

11.6 Clase 6. Instrucción de vuelo: Comprenderá el estacionamiento en tierra de los aviones y la realización de vuelos de instrucción tanto desde a bordo como desde tierra, previa autorización del CCPMA.

11.7 Clase 7. Excursiones colectivas: Incluye la autorización para efectuar excursiones, tanto diarias como de mayor duración, a las ciudades españolas.

11.8 Clase 8. Medios oficiales de transporte: Incluye los permisos para desembarcar, utilizar y reembarcar vehículos oficiales durante la estancia del buque en España. El número y tipo de estos vehículos será facilitado con la notificación.

12. Los procedimientos para la llegada, movimientos portuarios y obtención de servicios, se establecerán entre las Autoridades Navales de España y de los Estados Unidos de América.

12.1 A solicitud de los buques de las Fuerzas de los Estados Unidos de América y en la medida de lo posible se les asignarán fondeaderos seguros y facilidades de atraque, así como las necesarias para el embarco y desembarco de personal y abastecimiento.

12.2 De solicitarse, se suministrará información hidrográfica local.

12.3 El establecimiento de servicios de comunicaciones en tierra, salvo los servicios normales de teléfonos, telégrafos o cable, necesitará acuerdo previo en cada caso.

13. Nada de lo establecido en este Apéndice impedirá a las Autoridades competentes españolas negar la autorización a una visita propuesta en caso de congestión de puerto, seguridad u otra causa justificada.

14. En su tránsito por el mar territorial español, en paso inocente,— los submarinos deberán navegar en superficie.

15. Caso de surgir circunstancias imprevistas no comprendidas en las - disposiciones de este Apéndice, se sobreentiende que cualquier buque de las Fuerzas de los Estados Unidos de América que se encuentre en España, recibirá el mismo trato y consideración que un buque de la Armada Española.

PARTE II

Normas reguladoras de las escalas de los buques españoles en puertos de los Estados Unidos de América.

1. Este Apéndice se aplica a los buques de la Armada Española definidos en el Anejo 1 del Convenio Complementario 2 que hagan escalas en los puertos de los Estados Unidos de América.

2. Los buques de la Armada Española pueden entrar en los puertos y - fondeaderos de los Estados Unidos de América y salir de ellos, conforme a las disposiciones de este Apéndice.

3. Las escalas se clasifican y definen como se especifica en el Anejo 1 del Convenio Complementario 2.

4. La autorización para las escalas tipo "A" y "B" se obtendrá por las - Autoridades de la Armada Española, por medio de su Agregado Naval.

4.1 El Agregado Naval español en Washington informará a las Autoridades correspondientes de la Marina de los Estados Unidos de América, con cinco días de antelación a la escala como mínimo.

4.2 La notificación comprenderá, con todo detalle, el nombre del puerto o zona donde se propone hacer la escala; nombre y tipos de los buques, así como si éstos contestan o no a los saludos al cañón; nombre de los Oficiales que arbolan insignia, jefes de — unidades, Comandantes, Capitanes mercantes, Oficiales de enlace que se hallen a bordo y los pasajeros de distinción que -

pudieran hallarse embarcados, fechas que comprende la visita o escala y clases de concesiones que desean, así como modos de emisión y frecuencia de radiocomunicaciones que deseen utilizar durante la escala.

5. La notificación de escalas tipo "B" incluirá detalles sobre el objeto de la visita.

6. La autorización de escalas tipo "C" será gestionada por canales diplomáticos y puede incluir aquellas notificaciones que sean acordadas por ambas Partes.

7. En casos de emergencia, incluído el mal tiempo, en que no pueda hacerse la notificación anticipada, los detalles de la escala serán comunicados inmediatamente a las Autoridades competentes de la Marina de los Estados Unidos de América y al Agregado Naval español.

8. Durante las escalas tipo "A" y "C", el intercambio de saludos al cañón y las visitas se efectuarán de acuerdo con las costumbres internacionales.

9. Durante las escalas tipo "B", no se efectuarán saludos al cañón y el intercambio de visitas quedará normalmente reducido a la superior Autoridad Naval en tierra, o en ausencia de dicha Autoridad, a la Autoridad Militar más caracterizada.

10. Durante su estancia en puertos o fondeaderos de los Estados Unidos de América, los buques de la Armada española se regirán por las siguientes normas:

10.1 Deberán cumplirse todas las normas reglamentarias relativas a — practicaje, sanidad y aduanas, que sean de aplicación a los buques de la Marina de los Estados Unidos de América.

10.2 Las tarifas por servicios públicos portuarios, tales como remolques, amarrajes, muellaje y atraque, recogidas de desechos o basuras, etc., serán de aplicación a los buques de la Armada Española cuando estos servicios se presten de acuerdo con lo dispuesto en la legislación vigente de los Estados Unidos de América o cuando hayan sido solicitados por los visitantes. Estas tarifas no podrán ser mayores que aquellas de aplicación a los buques de la Marina de los Estados Unidos de América.

10.3 Los buques de la Armada Española, al igual que los buques de las Fuerzas de los Estados Unidos estarán exentos de inspecciones, incluídas las de aduanas y sanidad. La existencia a bordo de enfermedades contagiosas, cuya existencia se sospeche o conozca, será comunicada con anterioridad a la solicitud de libre plática. Los efectos personales desembarcados de buques visitantes estarán sujetos a declaración e inspección por las autoridades aduaneras locales.

10.4 El personal que desembarque temporalmente de los buques visitantes con obligación de reincorporarse a bordo antes de la salida del buque a la mar, no necesitará ni pasaporte ni visado. Se requerirá documentación de identidad de la Armada española.

10.5 Queda autorizado el uso de uniforme para las visitas a tierra.

11. Entre las clases de concesiones a que se refiere el Artículo 4.2 que podrán normalmente acordarse para los buques de la Armada Española, previa notificación, están las siguientes:

11.1 Clase 1. Aprovisionamientos Logísticos: Comprenderá combustible y víveres frescos y secos que serán suministrados en la medida posible por los medios locales o con arreglo a pedido previo.

11.2 Clase 2. Reparaciones: Las reparaciones y obras de modificación estarán sujetas a acuerdos especiales en cada caso.

11.3 Clase 3. Permiso para bajar a tierra: Los permisos para bajar a tierra estarán sujetos a cualquier restricción que puedan imponer las Autoridades navales locales de los Estados Unidos de América, o las Autoridades gubernamentales locales, federales o del estado. A través de las Autoridades militares locales se facilitarán, de acuerdo con las normas y tarifas establecidas, instalaciones deportivas y recreativas.

11.4 Clase 4. Patrullas: Personal de uniforme y sin armas para auxiliar a las Autoridades locales en el mantenimiento del orden.

11.5 Clase 5. Instrucción: Incluye la utilización de zonas de instrucción en tierra o en mar territorial en aquellos lugares que pudieran convenirse con los Mandos locales.

11.6 Clase 6. Instrucción de vuelo: Comprenderá el estacionamiento en tierra de los aviones y la realización de vuelos de instrucción, tanto desde a bordo como desde tierra, previa autorización de las Autoridades competentes de los Estados Unidos de América.

11.7 Clase 7. Excursiones colectivas: Incluye la autorización para efectuar excursiones, tanto diarias como de mayor duración, a las ciudades de los Estados Unidos de América.

11.8 Clase 8. Medios oficiales de transporte: Permiso para desembarcar, utilizar y reembarcar vehículos oficiales durante la estancia del buque en los Estados Unidos de América. El número y tipo de estos vehículos será facilitado con la notificación.

12. Los procedimientos para la llegada, movimientos portuarios y obtención de servicios se establecerán entre las Autoridades Navales de España y de los Estados Unidos de América.

12.1 A solicitud de los buques de la Armada Española, y en la medida de lo posible, se les asignarán fondeaderos seguros y facilidades de atraque, incluyendo las necesarias para el embarco y desembarco de personal y abastecimiento.

12.2 De solicitarse, se suministrará información hidrográfica local.

12.3 El establecimiento de servicios de comunicaciones en tierra, salvo los servicios normales de teléfonos, telégrafos o cable, necesitará acuerdo previo en cada caso.

13. Nada de lo establecido en este Apéndice impedirá a las Autoridades competentes de los Estados Unidos de América negar la autorización a una visita propuesta en caso de congestión de puerto, seguridad u otra causa justificada.

14. En su tránsito por el mar territorial de los Estados Unidos de América, en paso inocente, los submarinos deberán navegar en superficie.

15. Caso de surgir circunstancias imprevistas no comprendidas en las disposiciones de este Apéndice, se sobreentiende que cualquier buque de la Armada Española que se encuentre en los Estados Unidos de América recibirá el mismo trato y consideración que un buque de las Fuerzas de los Estados Unidos de América.

CONVENIO COMPLEMENTARIO DOS

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 4. ESTATUTO DE LAS AUTORIZACIONES DE USO

APENDICE B

"TELECOMUNICACIONES Y ELECTRONICA"

ARTICULO 1

1.1 Las Fuerzas de los Estados Unidos de América podrán utilizar y mantener las IDAs de telecomunicaciones y electrónica designadas a este fin, en las Bases y establecimientos relacionados en el Anejo 2 del Convenio Complementario 2, para posibilitar:

1.1.1 Todas las telecomunicaciones precisas para el funcionamiento operativo y administrativo de las citadas Fuerzas.

1.1.2 El enlace con la Red de Telecomunicaciones del Departamento de Defensa de los Estados Unidos de América.

1.2 De conformidad con el Artículo 3.4.2 del Anejo 3 del Convenio Complementario 2 y con la Legislación española aplicable, las Fuerzas de los Estados Unidos de América podrán llevar a cabo acciones en el campo de las telecomunicaciones que puedan precisar para:

1.2.1 Satisfacer nuevas necesidades operativas.

1.2.2 Mejorar la capacidad de los sistemas existentes.

1.2.3 Contribuir al bienestar y al adiestramiento de dichas Fuerzas.

1.3 En general, sin perjuicio de lo previsto en los Artículos 1.1 y 1.2 de este Apéndice, y siempre que se disponga de medios adecuados para ello, las Fuerzas de los Estados Unidos de América utilizarán los servicios civiles españoles de telecomunicación para satisfacer sus necesidades. Asimismo, cuando sea posible, dichas Fuerzas podrán utilizar los sistemas de telecomunicaciones militares españoles.

1.4 Las Fuerzas de los Estados Unidos de América están autorizadas a utilizar códigos, sistemas criptográficos y otros medios de seguridad de las telecomunicaciones.

ARTICULO 2

2.1 De acuerdo con el Artículo 1.2 de este Apéndice, las peticiones de las Fuerzas de los Estados Unidos de América para otras instalaciones o servicios de telecomunicación por cable se tramitarán a través del CCPMA, con la excepción de aquéllas que por su menor importancia o carácter rutinario, dentro de las Bases o establecimientos, puedan resolverse por medio de acuerdos suplementarios entre las Partes a quienes afecte.

2.2 Las Fuerzas de los Estados Unidos de América podrán instalar, mantener y utilizar su propio equipo en los terminales de las líneas suministradas por los organismos españoles. Este equipo no deberá causar perturbación alguna en la red de telecomunicaciones por cable española y se instalará de acuerdo con las condiciones establecidas por el organismo español interesado.

2.3 Cuando no se puedan suministrar líneas adecuadas a través de ningún organismo español, las Fuerzas de los Estados Unidos de América, con la autorización previa del CCPMA, podrán instalar líneas, redes y cualquier otro sistema de telecomunicación por cable para sus necesidades militares. El material no desmontable, de acuerdo con el Artículo 3.5 del Anejo 3 al Convenio Complementario 2, quedará en propiedad de las Fuerzas Armadas españolas, sin perjuicio de su utilización por las Fuerzas de los Estados Unidos de América y de la responsabilidad de éstas respecto a su mantenimiento de conformidad con el Convenio Complementario 2. Dichas líneas, redes y sistemas por cable podrán ser integrados con los de las Fuerzas Armadas Españolas por acuerdo mutuo.

2.4 Las Fuerzas de los Estados Unidos de América podrán establecer, mediante autorización del CCPMA, líneas terrestres para ejercer el control de las instalaciones de transmisión, recepción y ayudas electrónicas a la navegación. El trazado exacto de estas líneas se determinará de mutuo acuerdo entre las Autoridades Militares competentes españolas y de los Estados Unidos de América.

ARTICULO 3

3.1 Las Fuerzas de los Estados Unidos de América están autorizadas a mantener y utilizar los sistemas existentes de radio-comunicación comprendidos en el Artículo 1 de este Apéndice. Las Fuerzas de los Estados Unidos de América podrán también ser autorizadas a instalar, mantener y utilizar:

3.1.1 Otras estaciones de radio principales de enlace con la red de comunicaciones del Departamento de Defensa de los Estados Unidos de América, estaciones de radio-comunicaciones menores necesarias para el apoyo de los servicios militares y administrativos de las Fuerzas de los Estados Unidos de América, estaciones radio para comunicaciones con buques y aviones operados por o para las Fuerzas de los Estados Unidos de América, sistemas para comunicaciones por satélite y comunicaciones radio entre IDAs y en el interior de las mismas, en apoyo de las Fuerzas de los Estados Unidos de América.

3.1.2 Estaciones transmisoras de radio-difusión de corto alcance y sistemas de televisión por cable en circuito cerrado que contribuyen al normal bienestar y adiestramiento de las Fuerzas de los Estados Unidos de América en España, en las condiciones que aprueben las Autoridades españolas, y otros medios de radiocomunicación que puedan precisarse en el futuro.

3.2 Las antenas de telecomunicaciones instaladas por las Fuerzas de los Estados Unidos de América a los fines anteriormente indicados se atendrán a las regulaciones aeronaúticas y radioeléctricas de la legislación española.

3.3 Las Fuerzas de los Estados Unidos de América podrán utilizar las frecuencias radio y distintivos de llamada autorizados. Cualquier cambio en las frecuencias o distintivos de llamada autorizados, o peticiones posteriores de frecuencia o distintivos, serán coordinadas, aprobadas y asignadas a través del CCPMA.

3.4 Se establecerán acuerdos para facilitar a las Fuerzas Armadas Españolas la utilización, con la amplitud posible, de la Red de telecomunicaciones del Departamento de Defensa de los Estados Unidos de América en España.

ARTICULO 4

A fin de facilitar el control de tránsito de aeródromo para la realización de las maniobras de aproximación y aterrizaje a sus aeronaves en las Bases relacionadas en el Anejo 2 del Convenio Complementario 2, se autoriza a las Fuerzas de los Estados Unidos de América a utilizar, en

las condiciones expresadas en el Anejo 4 de dicho Convenio, y mantener los equipos y sistemas actualmente existentes que se precisen para dichas funciones. Asimismo, podrán ser autorizados a instalar nuevos equipos y sistemas de ayuda a la navegación aérea, previa solicitud y aprobación de la petición por el CCPMA.

ARTICULO 5

Las Fuerzas Armadas españolas y las de los Estados Unidos de América cooperarán en la investigación, aislamiento y eliminación de las interferencias que resulten perjudiciales.

En el caso de que tales interferencias sean ocasionadas por una de dichas Fuerzas y afecten a la otra, las acciones correctivas se llevarán a cabo mediante coordinación bilateral.

Cuando las interferencias perjudiciales se originen o afecten a sistemas civiles, los procedimientos para su eliminación estarán en consonancia con los aplicables a las Fuerzas Armadas españolas.

CONVENIO COMPLEMENTARIO DOS

INSTALACIONES DE APOYO Y AUTORIZACIONES DE USO

ANEJO 5. ALMACENAMIENTO, TRANSPORTE Y SUMINISTRO DE COMBUSTIBLES

PARTE I

Oleoducto Rota-Zaragoza e Instalaciones Complementarias.

1. DESCRIPCION

El oleoducto, así como los terminales en el interior del territorio español, son instalaciones militares españolas administradas, operadas y mantenidas por la Compañía Administradora del Monopolio de Petróleos, S.A. (CAMPSA). El oleoducto está compuesto fundamentalmente por una tubería de acero de 780 Km. de longitud, desde el colector múltiple de la Base Naval de Rota hasta la estación número 6 de La Muela, incluyendo tanto el colector múltiple como la estación número 6 y las estaciones de bombeo de Rota, El Arahal, Adamuz, Poblete, Loeches y La Muela.

Los terminales interiores comprenden las estaciones de almacenamiento de Loeches, La Muela y El Arahal, así como las tuberías que conectan estas estaciones con las IDAs de almacenamiento de las Bases Aéreas de Torrejón, Zaragoza y Morón. El oleoducto está conectado con el terminal marítimo de petróleo de la Base Naval de Rota.

2. MOVIMIENTOS DE PRODUCTOS DE LAS FUERZAS DE LOS ESTADOS UNIDOS DE AMERICA A TRAVES DEL OLEODUCTO.

Durante el período en el que esté en vigor el Convenio de Amistad, Defensa y Cooperación, España garantizará a los Estados Unidos de América los siguientes servicios:

2.1 El movimiento y almacenamiento de las necesidades normales de combustibles de las Fuerzas de los Estados Unidos de América por medio del oleoducto.

2.2 El funcionamiento y mantenimiento del oleoducto.

2.3 La posibilidad de ampliar la utilización del oleoducto para satisfacer las necesidades de las Fuerzas de los Estados Unidos de América en caso de emergencia.

3. GASTOS

Los gastos de funcionamiento y mantenimiento relacionados con los servicios mencionados en el Artículo 2 de la Parte I de este Anejo estarán sujetos al reembolso de una cantidad acordada, revisable anualmente por el Centro de Abastecimiento de Combustible de Defensa, y el de las Fuerzas Aéreas de los Estados Unidos de América, y por los organismos apropiados de España, y modificada en la forma en que mutuamente se acuerde.

4. PRIORIDAD DE MOVIMIENTO

El movimiento de productos para las Fuerzas de los Estados Unidos de América y para las Fuerzas Armadas Españolas tendrá idéntica prioridad. Ambos movimientos tendrán preferencia con respecto a los demás movimientos de los productos que comercializa la CAMPSA.

Las Fuerzas Armadas Españolas y las de los Estados Unidos de América deberán comunicar con un mes de anticipación sus necesidades.

5. CONTROL DE CALIDAD Y CANTIDAD

El oleoducto se empleará solamente para el movimiento de productos refinados y en ningún caso podrá trasladarse a través del oleoducto petróleo crudo. El control de la calidad y cantidad de los productos de las Fuerzas Armadas Españolas y de los Estados Unidos de América desplazados a través del oleoducto será responsabilidad de la CAMPSA, utilizando normas y procedimientos acordados previamente por la Comisión Técnica Mixta mencionada en el Artículo 13 de la Parte I de este Anejo. El personal técnico español y el de los Estados Unidos de América tendrán derecho al acceso al oleoducto e instalaciones complementarias para coordinar el movimiento a través del mismo, así como a las pruebas para el control de calidad y cantidad del producto.

6. CUSTODIA

La CAMPSA tendrá a su cargo la custodia del producto de las Fuerzas de los Estados Unidos de América siempre que aquél se encuentre en el interior del oleoducto o en los terminales interiores.

7. PRUEBA Y MEDICION

Los productos de las Fuerzas de los Estados Unidos de América serán comprobados y medidos antes de su aceptación por la CAMPSA, así como después de su recepción en los terminales interiores. Al medir la cantidad de los productos de las Fuerzas de los Estados Unidos de América aceptados y entregados, deberá llevarse a cabo la corrección correspondiente al volumen a temperatura de 15 grados centígrados.

8. ENTREGA DE PRODUCTOS

La CAMPSA deberá transportar a través del oleoducto y entregar en las IDAs de almacenamiento de las Bases de Morón, Torrejón y Zaragoza la cantidad de productos aceptada bajo su custodia, a excepción de lo que se disponga en contrario en el Artículo 9 de la Parte I de este Anejo. Los productos entregados deberán cumplir las especificaciones militares establecidas en los manuales 200 y 4140.25.DOD (Departamento de Defensa). La entrega se llevará a cabo de acuerdo con los programas establecidos por la Comisión Técnica Mixta.

9. PERDIDAS O CONTAMINACION

Los productos de las Fuerzas de los Estados Unidos de América perdidos o contaminados mientras se encuentren bajo la custodia de la CAMPSA deberán ser, o bien reemplazados en especie por el Gobierno español o bien satisfecho su importe a las Fuerzas de los Estados Unidos de América tomando como base el costo de los porductos a las Fuerzas de los Estados Unidos de América. El Gobierno español no será responsable de pérdida o contaminación de los productos de las Fuerzas de los Estados Unidos de América causadas por fuerza mayor o guerra. Las pérdidas operacionales normales durante el transporte y almacenamiento de las cantidades de productos según acuerdo de la Comisión Técnica Mixta serán deducidas al calcular cualquier posible pérdida de combustible que tenga que ser reemplazado por el Gobierno español.

10. NORMAS SOBRE LOS PRODUCTOS ALMACENADOS EN LOS TERMINALES INTERIORES.

10.1 Los productos petrolíferos para aviación almacenados en los tanques de los terminales interiores de El Arahal, la Muela y Loeches serán considerados disponibles para las Fuerzas Aéreas de España y de los Estados Unidos de América conforme a lo que mutuamente se acuerde.

10.2 Los productos almacenados en los terminales están sometidos a los siguientes controles e inventario:

- Los tanques serán medidos antes y después de cada recepción o entrega y, diariamente, a las 0800 horas, se enviará a la 16 Fuerza Aérea de la USAFE un inventario de los tanques activos. Además, los días 15 y último de cada mes se medirán los contenidos de todos los tanques y se remitirá un inventario completo al Estado Mayor del Aire español y a la División de Combustibles de la 16 Fuerza Aérea.

- La CAMPSA tomará muestras de los tanques de acuerdo con lo especificado en los manuales 200 y 4140.25.DOD. Estas muestras serán enviadas, para su análisis, al Instituto Nacional de Técnica Aeroespacial (INTA).

- La CAMPSA será responsable de la limpieza de los tanques. Todos los tanques deben ser físicamente inspeccionados desde su interior por inspectores de depósitos de las Fuerzas Aéreas Españolas y de las de los Estados Unidos de América una vez cada tres años y limpiados si fuera necesario.

- Los contadores y filtros existentes en los cargaderos deberán ser calibrados y sustituídos de acuerdo con las normas vigentes.

10.3 Los Oficiales de combustibles españoles y de los Estados Unidos de América correspondientes coordinarán con la CAMPSA todo el movimiento de los productos desde los terminales a las Bases. Cada semana se enviará a la CAMPSA por el Estado Mayor del Aire español y la División de Combustibles de la 16 Fuerza Aérea el programa de bombeo previsto para los 7 días siguientes; aunque se hará todo lo posible para cumplimentar este programa, pueden surgir cambios imprevistos que obliguen a modificarlo. En este caso, la CAMPSA debe poder seguir prestando un servicio

continuo. Este programa estará basado en la previsión del Artículo 4 de la Parte I de este Anejo y deberá mantener por lo menos - los mínimos prescritos en las normas actuales de la USAF.

11. CAPACIDAD DISPONIBLE

11.1 Cuando por la Comisión Técnica Mixta se considere que existe capacidad de almacenamiento disponible en las estaciones de almacenamiento de los terminales de Loeches, La Muela y el Arahal, será puesto a disposición de CAMPSA, con carácter temporal, a fin de poder reajustar los movimientos de productos por el oleoducto en caso de emergencia o en cualquier otra situación imprevista.

11.2 Con el fin de evitar los daños que pudiera causar la presión freática en los tanques enterrados, éstos se mantendrán parcialmente llenos.

11.3 Las Fuerzas de los Estados Unidos de América no serán responsables de ninguna degradación de productos de la CAMPSA como consecuencia de haber proporcionado vacío en estos tanques.

11.3.1 Si los referidos vacíos tienen que utilizarse para facilitar movimientos de productos de las Fuerzas de los Estados Unidos de América, el Gobierno español no será responsable de ninguna degradación de productos de las Fuerzas de los Estados Unidos de América que pudieran atribuirse a mezcla de productos.

11.3.2 Si los mencionados vacíos tienen que utilizarse para permitir movimientos de productos de la CAMPSA o bien de las Fuerzas Armadas Españolas, el Gobierno español será responsable de la degradación del producto de las Fuerzas de los Estados Unidos de América y reemplazará en especie, o compensará de cualquier otro modo a las Fuerzas de los Estados Unidos de América por tal degradación.

12. SERVICIO PARA LAS INSTALACIONES DE ALMACENAMIENTO

El suministro de energía eléctrica a las estaciones de bombeo y terminales interiores de Loeches, La Muela y el Arahal se realizará desde las redes comerciales españolas y en caso de emergencia desde las Bases Aéreas.

13. COMISION TECNICA MIXTA

13.1 Composición:

Para la ejecución de este Anejo se establece una Comisión Técnica Mixta compuesta por:

- Presidente: Jefe de la 4ª División de Logística del EMACON de la JUJEM.

- Vocales: (EE.UU.) Jefe del Servicio de Combustibles de la Marina de los Estados Unidos de América en la Base Naval de Rota.

  Jefe de la División de Combustibles de la 16 - Fuerza Aérea en la Base Aérea de Torrejón.

- Vocales: (España) Un representante de cada Ejército. Dos representantes de CAMPSA.

- Secretario: Jefe del Departamento de Energía del EMACON de la JUJEM.

13.2 Responsabilidades

Coordinar las necesidades de las Fuerzas de los Estados Unidos de América con las del Gobierno español para la utilización del oleoducto, de los terminales interiores, de los tanques de almacenamiento de combustible y del terminal marítimo de petróleo.

Cualquier desacuerdo en el seno de la Comisión Técnica Mixta se pondrá en conocimiento del CCPMA.

PARTE II

Almacenamiento y suministro de combustible

1. AUTORIZACIONES DE USO Y DE ALMACENAMIENTO

1.1 Las Fuerzas de los Estados Unidos de América tienen su autorización de uso para utilizar las siguientes IDAs de productos petrolíferos.

1.1.1 Cartagena-San Pedro. Depósito de almacenamiento de combustible con dos túneles, que tienen seis tanques de almacenamiento subterráneo, quince tanques metálicos de almacenamiento con los servicios correspondientes, que incluyen una estación de bombeo y un grupo electrógeno de emergencia subterráneo, así como un muelle de carga y descarga.

1.1.2 Base Naval de Rota. El terminal marítimo de petróleo de Rota incluyendo el muelle de carga y descarga de petróleo a granel; veintiocho grandes tanques de combustible situados en el extremo Sudeste de la Base; diecinueve tanques diversos; diversas tuberías que conectan los muelles con los tanques, los tanques entre sí y con el oleoducto de productos petrolíferos descrito en la Parte I, Artículo 1 de este Anejo, y los servicios correspondientes.

Se reservarán los tanques de almacenamiento necesarios para el suministro de productos petrolíferos a los terminales descritos en la parte I, Artículo 1 de este Anejo.

1.1.3 Bases Aéreas. IDAs de productos petrolíferos en las Bases Aéreas de Torrejón, Zaragoza y Morón.

1.2 Las Fuerzas de los Estados Unidos de América están autorizadas para almacenar productos petrolíferos en las instalaciones petrolíferas de la Armada Española de El Ferrol-La Graña, según cantidades y tanques que acuerden ambas Marinas.

2. DISPONIBILIDAD DE LOS PRODUCTOS PETROLIFEROS

2.1 Los productos petrolíferos navales almacenados en las instalaciones de El Ferrol-La Graña y en las IDAs de Cartagena-San Pedro y Base Naval de Rota serán considerados como disponibles para las Fuerzas Navales Españolas y las de los Estados Unidos de América, conforme a lo que mutuamente se acuerde.

2.2 Los productos petrolíferos para aviación almacenados en los tanques del terminal marítimo de la Base Naval de Rota serán considerados como disponibles para las Fuerzas Armadas Españolas y las de los Estados Unidos de América, conforme a lo que mutuamente se acuerde.

3. AUTORIZACIONES DE USO EN LAS BASES AEREAS

3.1 Los productos petrolíferos para aviación almacenados en los tanques de los terminales interiores estarán disponibles para las Fuerzas Aéreas Españolas y las de los Estados Unidos de América a través de las IDAs de combustible existentes en las Bases Aéreas mencionadas en el Artículo 1.1.3 de la Parte II de este Anejo, a petición y según programa establecido por ellas.

Cuando las Fuerzas Aéreas de los Estados Unidos de América precisen almacenar o reponer productos petrolíferos en instalaciones del Ejército del Aire Español no mencionadas en este Anejo lo solicitarán a través del CCPMA.

3.2 El programa para el suministro de productos petrolíferos para aviación a las Fuerzas Aéreas Españolas y de los Estados Unidos de América en las Bases Aéreas de Morón, Torrejón y Zaragoza se establecerá por acuerdo entre el Estado Mayor del Aire Español y la División de Combustibles de la 16 Fuerza Aérea en la Base Aérea de Torrejón, según las necesidades de las dos Fuerzas Aéreas, teniendo en consideración posibles situaciones de emergencia.

3.3 La reposición de productos petrolíferos para aviación se realizará por las Fuerzas Aéreas Españolas y las de los Estados Unidos de América en el terminal marítimo de petróleo de Rota proporcionalmente a sus consumos. Las reposiciones que corresponda efectuar a las Fuerzas Aéreas Españolas serán realizadas por CAMPSA mediante un acuerdo de sustitución en especie con la Fuerza Aérea de los Estados Unidos de América.

4. AUTORIZACIONES DE USO EN LAS BASES NAVALES

La responsabilidad del manejo, administración y mantenimiento de las IDAs e instalaciones de productos petrolíferos relacionadas en los Artículos 1.1.1, 1.1.2 y 1.2 de la Parte II de este Anejo será como sigue:

4.1 Cartagena-San Pedro. La Marina de los Estados Unidos de América es responsable del manejo, administración y mantenimiento de las IDAs de productos petrolíferos situadas en Cartagena-San Pedro.

La Armada Española y la Marina de los Estados Unidos de América estudiarán conjuntamente la posibilidad de transferir a la Armada Española esta responsabilidad, en fecha futura mutuamente acordada.

4.2 Base Naval de Rota. La Marina de los Estados Unidos de América es responsable del manejo, administración y mantenimiento del terminal marítimo de petróleo de Rota. La Armada Española y la Marina de los Estados Unidos de América desarrollarán un programa, cuyos detalles serán acordados por el Almirante Jefe de la Base Naval de Rota y el Jefe de Actividades Navales de los Estados Unidos de América en España, con el fín de integrar al personal de la Armada Española en la Administración del terminal marítimo de petróleo de Rota, con el propósito de adiestrar al personal mencionado en su funcionamiento, capacitándole para una posible transferencia futura de responsabilidades a la Armada Española para el manejo, administración y mantenimiento del terminal marítimo de petróleo de Rota. La Armada Española y la Marina de los Estados Unidos de América prepararán conjuntamente un programa que haga posible la transferencia de responsabilidades, bien a la expiración del Convenio de Amistad, Defensa y Cooperación o por otra causa que mutuamente se acuerde.

4.3 El Ferrol-La Graña. La Armada Española es la responsable del manejo, administración y mantenimiento de las instalaciones de productos petrolíferos situados en El Ferrol-La Graña.

4.4 La responsabilidad del manejo, administración y mantenimiento de las IDAs e instalaciones incluye el control de la calidad y cantidad de los productos petrolíferos, así como el cumplimiento de normas de seguridad y técnicas en la forma acordada. Cada Marina llevará a cabo inspecciones periódicas de sus productos petrolíferos bajo la custodia y control de la otra Marina en la forma requerida a efectos del control de calidad y verificación de inventario, y tendrá presente un representante en el suministro y recepción de sus productos si así lo desea.

4.5 Se celebrará anualmente una reunión conjunta de alistamiento y mantenimiento de las IDAs e instalaciones de productos petrolíferos con el propósito de registrar las deficiencias de material y hacer recomendaciones para llevar a cabo una acción correctora de las mismas. Los asistentes a dichas reuniones serán el personal de las Marinas Española y de los Estados Unidos de América que expresamente designen sus respectivas Autoridades.

4.6 Los procedimientos para entrega y recepción de productos petrolíferos en cada IDA o instalación serán acordados entre las dos Marinas.

4.7 No habrá cargas accesorias entre las dos Marinas por recepción, almacenamiento y suministro de productos petrolíferos en las IDAs e instalaciones relacionadas en los Artículos 1.1.1, 1.1.2 y 1.2 de la Parte II de este Anejo.

5. UTILIZACION DE LOS MUELLES

Se observarán las siguientes normas:

5.1 El atraque y utilización de los muelles destinados a servir a las IDAs e instalaciones petrolíferas, cuyo uso haya sido autorizado a los Estados Unidos de América, se regularán según programa preparado por el Mando de la Base conjuntamente con el Jefe de Actividades Navales de los Estados Unidos de América en España, de acuerdo con las necesidades de ambas Marinas. Normalmente los buques militares, o buques con carga militar, tendrán prioridad sobre los buques comerciales.

5.2 En caso necesario podrán también utilizarse, previa autorización del Mando de la Base, aquellos otros muelles que puedan servir indirectamente para el trasiego de productos petrolíferos a las IDAs e instalaciones de almacenamiento autorizadas a los Estados Unidos de América.

5.3 La administración de los muelles en El Ferrol-La Graña y Cartagena-San Pedro, que será responsabilidad española, incluirá el establecimiento de normas técnicas de seguridad.

6. UTILIZACION DE LOS TANQUES DE ALMACENAMIENTO EN LAS BASES NAVALES

La Armada Española puede almacenar productos petrolíferos para ser utilizados por ambas Marinas en las IDAs mencionadas en los Artículos 1.1.1 y 1.1.2 de la Parte II de este Anejo, según un programa establecido por las Marinas de España y de los Estados Unidos de América cuando dichos productos sean compatibles con las especificaciones militares correspondientes de los Estados Unidos de América.

Cuando sea necesario para la Marina de los Estados Unidos de América almacenar o repostar productos petrolíferos en cualquier instalación de la Armada Española, no relacionada en este Anejo, lo solicitará a través del CCPMA.

7. UTILIZACION POR CAMPSA DE LA ESTACION RECEPTORA DE LA BASE NAVAL DE ROTA

La estación receptora de productos petrolíferos del muelle de carga y descarga de petróleo a granel, incluída en el terminal marítimo de petróleo de Rota, estará a disposición para ser utilizada por la CAMPSA, según las normas acordadas por la Armada Española y la Marina de los Estados Unidos de América y aprobadas por la Comisión Técnica Mixta Hispano-Norteamericana. Igualmente CAMPSA podrá comprobar la cantidad y calidad de las descargas de productos para aviación destinados a reposición y las de todos los productos destinados a ser bombeados por el oleoducto.

En esta estación receptora, y sin formar parte de las IDAs concedidas a las Fuerzas de los Estados Unidos de América, existe una tubería de 16 pulgadas que comunica directamente el muelle con los tanques de combustible de CAMPSA situados fuera del recinto de la Base Naval de Rota, para cuya utilización serán asimismo aplicables las normas anteriores.

8. ADQUISICION DE PRODUCTOS POR PARTE DE LA ARMADA ESPAÑOLA

La Armada Española puede adquirir para su uso productos petrolíferos de las existencias, propiedad del Gobierno de los Estados Unidos de América en las IDAs e instalaciones relacionadas en los Artículos 1.1.1, 1.1.2 y 1.2 de la Parte II de este Anejo, al precio y en las condiciones acordadas por las Autoridades competentes de ambos Gobiernos, teniendo en cuenta lo establecido en el Artículo 4.7 de la Parte II o reemplazándolos en especie de acuerdo con las especificaciones militares de los Estados Unidos de América.

9. RESPONSABILIDADES EN LAS BASES AEREAS

9.1 Las Fuerzas de los Estados Unidos de América serán responsables del manejo, administración y mantenimiento de las IDAs de productos petrolíferos inlcluídas en el Artículo 1.1.3 de la Parte II de este Anejo. Esta responsabilidad incluye la supervisión y control de la calidad y cantidad de productos petrolíferos desde que éstos son recibidos en las IDAs desde los terminales de El Arahal, Loeches y La Muela, así como el desarrollo y cumplimiento de las normas técnicas de seguridad correspondientes.

9.2 Las Fuerzas Aéreas Españolas y de los Estados Unidos de América estudiarán conjuntamente un programa con el fin de que el personal de las Fuerzas Aéreas Españolas esté capacitado para hacerse cargo de las IDAs mencionadas en el Artículo 1.1.3 de la Parte II de este Anejo bien por la expiración del Convenio de Amistad, Defensa y Cooperación o bien por otra causa que mutuamente se acuerde.

10. COSTOS DE MANEJO Y MANTENIMIENTO

El costo de manejo y mantenimiento de las IDAs e instalaciones de productos petrolíferos relacionadas en el Artículo 1 de la Parte II de este Anejo será sufragado por el Gobierno responsable de su manejo, administración y mantenimiento.

PARTE III

Utilización del oleoducto Tarragona-Zaragoza

La posible utilización por las Fuerzas de los Estados Unidos de América del oleoducto Tarragona-Zaragoza se llevará a efecto en la forma en que se acuerde entre las Autoridades apropiadas de España y de los Estados Unidos de América a través del CCPMA.

CONVENIO COMPLEMENTARIO TRES

COOPERACION EN ASUNTOS DE MATERIAL PARA LAS FUERZAS ARMADAS

ARTICULO 1

De acuerdo con el Artículo Segundo del Convenio de Amistad, Defensa y Cooperación, el Gobierno de los Estados Unidos de América reconoce la necesidad de la modernización de las Fuerzas Armadas Españolas para la defensa común, así como el esfuerzo financiero y técnico que está desarrollando el Gobierno español para alcanzar este objetivo. Para cooperar a este fín, el Gobierno de los Estados Unidos de América se compromete a realizar sus mejores esfuerzos para proporcionar al Gobierno de España apoyo para la defensa en las mejores condiciones en que sea posible.

ARTICULO 2

De acuerdo con el Artículo 1 de este Convenio Complementario, con arreglo a las autorizaciones y asignaciones anuales contenidas en la legislación de Estados Unidos de América referente a la ayuda para la seguridad, y en el marco de una previsión general de contribución a la modernización de las Fuerzas Armadas Españolas durante el período de vigencia del Convenio de Amistad, Defensa y Cooperación, el Gobierno de los Estados Unidos de América proporcionará ayuda para la defensa al Gobierno de España en las cantidades más elevadas, las condiciones más favorables y la más amplia variedad de modalidades (incluyendo artículos para la defensa excedentes y sobrantes, cuando se encuentren disponibles) siempre que sea legal y factible.

ARTICULO 3

El precio del material y servicios de defensa que los Estados Unidos de América puedan proporcionar a España, tanto si se financia mediante el Programa de Ventas Militares al Extranjero, como si se hace por otros medios de pago, será calculado de la manera más favorable para España que permita la legislación de los Estados Unidos de América, tomando en consideración la exención de cargos por investigación, desarrollo y producción y por utilización de planta y equipo de producción.

ARTICULO 4

En sus entregas de artículos para la defensa a España, de acuerdo con este Convenio Complementario, los Estados Unidos de América tendrán en cuenta las necesidades urgentes de las Fuerzas Armadas Españolas, y concederán a dichos artículos alta prioridad suficiente para asegurar su más rápida recepción por España. Esta prioridad se aplicará independientemente de los medios de pago de dichos artículos.

ARTICULO 5

La continuidad en el apoyo al material a través del sistema logístico de las Fuerzas Armadas de los Estados Unidos de América se llevará a cabo de acuerdo con las condiciones que se especifiquen en las cartas de oferta y aceptación relativas al material correspondiente en cada caso.

ARTICULO 6

Las Autoridades competentes de las Fuerzas Armadas de los Estados Unidos de América y de las Fuerzas Armadas Españolas celebrarán consultas sobre el desarrollo ulterior de la Red de Alerta y Control Aéreo española.

ARTICULO 7

Las Autoridades competentes de las Fuerzas Armadas de los Estados Unidos de América y de las Fuerzas Armadas Españolas llevarán a cabo consultas con vistas a la ampliación de los muelles y servicios correspondientes en la Base Naval de Rota para su utilización por ambas Fuerzas. El coste de los proyectos acordados será compartido como decidan las Partes.

ARTICULO 8

Las Autoridades competentes de las Fuerzas Armadas de los Estados Unidos de América y de las Fuerzas Armadas Españolas llevarán a cabo consultas con vistas a determinar otros proyectos de utilización compartida de interés mutuo. Los costes de los proyectos acordados se repartirán como determinen las Partes.

ARTICULO 9

9.1 Reconociendo que es deseable relacionar el programa de apoyo a la defensa mencionado en el Artículo 2 de este Convenio Complementario con el programa de modernización de las Fuerzas Armadas Españolas de la forma más eficaz posible, las Partes acuerdan que deberá mantenerse la más estrecha cooperación y coordinación entre el Grupo de Asesoramiento y Ayuda Militar de los Estados Unidos de América (MAAG) y las Secciones correspondientes de los Estados Mayores de las Fuerzas Armadas Españolas.

9.2 A este mismo fin, y cuando la naturaleza del tema a considerar lo haga aconsejable, el Jefe del MAAG celebrará reuniones con el Oficial General correspondiente del Estado Mayor Conjunto de la Junta de Jefes de Estado Mayor española. En estas reuniones el Jefe del MAAG hará las recomendaciones que considere oportunas para el desarrollo del programa de apoyo a la defensa y la resolución de problemas. Estas recomendaciones podrán contener información sobre el material de defensa disponible de nueva producción o en existencia, incluido material sobrante o de exceso, y los precios correspondientes.

9.3 Cuando sea conveniente, la cooperación en el programa de apoyo a la defensa podrá también ser desarrollada en otros niveles, así como en los organismos mencionados en el Convenio Complementario 1.

ARTICULO 10

El presente Convenio Complementario entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence G. Dolman

POR EL REINO DE ESPAÑA

F. P. Rivera

CONVENIO COMPLEMENTARIO CUATRO

COOPERACION INDUSTRIAL PARA LA DEFENSA

PREAMBULO

Los Gobiernos de los Estados Unidos de América y de España, a continuación denominados "los Gobiernos";

Proponiéndose reforzar sus respectivas capacidades en materia de defensa, mediante una colaboración más eficaz en los campos de la investigación y desarrollo, producción, suministro y apoyo logístico de equipos para la defensa, con el fin de:

Utilizar lo más racional y eficazmente posible, desde el punto de vista del coste, los recursos asignados a la defensa;

Promover en la mayor medida posible la utilización de equipos normalizados o interoperativos; y

Desarrollar y mantener una capacidad tecnológica avanzada para la Alianza del Atlántico Norte y particularmente con respecto a las Partes en este Convenio;

Considerando que España compra cantidades importantes de artículos para la defensa a los Estados Unidos de América, y que los Estados Unidos de América compra asimismo artículos para la defensa a España; y reconociendo la conveniencia de buscar un equilibrio equitativo de la balanza comercial en materia de defensa entre ambos países;

Reconociendo que debe darse a los suministradores de cada país la oportunidad de competir, sobre una base de reciprocidad, en el suministro de productos, equipo, material y servicios para la defensa, a continuación denominados "artículos y servicios para la defensa";

Con el fin de mejorar la situación actual y reforzar su capacidad militar y su posición económica, mediante la mutua adquisición de equipos normalizados o interoperativos y de alcanzar los objetivos antes expuestos;

Acuerdan el presente Convenio Complementario, en el que se establecen las directrices que regulan la cooperación mutua en cuanto a investigación y desarrollo, producción, suministro y apoyo logístico de equipos convencionales para la defensa.

ARTICULO 1

Directrices para la cooperación mutua

en materia de defensa

1.1.1 Ambos Gobiernos adoptarán medidas inmediatas para conseguir y mantener un equilibrio equitativo en sus intercambios, teniendo en cuenta el valor de los contratos y los niveles tecnológicos, hasta el máximo posible de acuerdo con sus políticas nacionales. En principio, se conseguirá un equilibrio equitativo cuando los dos Gobiernos hayan puesto en práctica todos los medios utilizables que tengan a su disposición con el fin de alcanzar la máxima cooperación en la investigación y desarrollo en materia de defensa y en el suministro recíproco, hasta el grado compatible con la naturaleza de la base industrial y tecnológica de cada país.

1.1.2 Ambos Gobiernos se esforzarán al máximo en facilitar la cooperación en la investigación y desarrollo en materia de defensa, la coproducción de equipo de defensa y las oportunidades de competir en el suministro de artículos y servicios para la defensa, con inclusión de sistemas, subsistemas, componentes y piezas de repuesto a cualquier nivel tecnológico.

1.1.3 Para evaluar la corriente mutua de suministros en artículos para la defensa, los Gobiernos han determinado conjuntamente procedimientos contables, que son objeto del Anejo 1 de este Convenio y que se aplican a todos los artículos y servicios para la defensa adquiridos directamente por los Gobiernos o a través de sus respectivas empresas en aplicación de este Convenio. Artículos y servicios para la defensa son aquellos artículos y servicios que pueden obtenerse utilizando fondos asignados al Departamento de Defensa de los Estados Unidos de América o con cargo al presupuesto del Ministerio de Defensa de España.

1.2 Los Gobiernos, de acuerdo con las leyes y disposiciones que sean de aplicación, otorgarán una plena y rápida consideración a todas las peticiones de cooperación en la investigación y el desarrollo, así como a todas las peticiones de producción y suministro encaminadas a promover la normalización y/o la interoperabilidad dentro de la Alianza Atlántica.

1.3 En aras de la normalización y de la utilización eficaz de recursos escasos, cada Gobierno adoptará, en la medida de lo posible, para atender a sus necesidades artículos cualificados para la defensa desarrollados o producidos en el otro país.

1.4 Periódicamente cada Gobierno notificará al otro los artículos para la defensa que el Gobierno notificante sólo puede adquirir en fuentes de su propio país; le dará cuenta también de aquellos artículos para la defensa que considere particularmente adecuados para su adquisición por el otro Gobierno.

1.5 Ambos Gobiernos establecerán las directrices de política a seguir y los procedimientos administrativos adecuados, en el seno de sus respectivas organizaciones de adquisición de material de defensa, para conseguir y mantener el equilibrio equitativo mencionado en el Artículo 1.1.1 de este Convenio, así como los otros objetivos de este Convenio.

1.6 Se utilizarán normalmente procedimientos competitivos de contratación en la adquisición de artículos de equipo para la defensa desarrollados o producidos en cada uno de los dos países para su uso por el sistema defensivo del otro.

1.7 De acuerdo con y en la medida en que lo permitan las leyes y disposiciones nacionales, ambos Gobiernos acuerdan que los procedimientos de ejecución de este Convenio, establecidos por mutuo acuerdo, incluirán lo siguiente:

1.7.1 Se suprimirán los obstáculos para la cooperación industrial en materia de defensa, incluidos aquéllos que impidan la obtención de artículos para la defensa desarrollados o producidos en el otro país. En especial, las ofertas o propuestas de artículos o servicios para la defensa producidos u ofrecidos por cada país serán valorados sin aplicar las diferencias de precio previstas en las leyes y disposiciones "protectoras de la producción nacional", y sin aplicar el coste de los aranceles de importación aplicables.

1.7.2 Cada país otorgará la máxima consideración a todas las fuentes cualificadas de suministros del otro país. Igualmente, cada país otorgará plena consideración a todas las solicitudes de cualificación presentadas por fuentes de suministro del otro país.

1.7.3 Las ofertas y propuestas deberán satisfacer los requisitos del Gobierno comprador en cuanto a rendimiento, calidad, entrega y costes.

1.7.4 Disposiciones para la expedición de certificados de exención arancelaria y otra documentación relacionada con ellos.

1.7.5 Arreglos respecto a control de calidad y auditorías sobre los costes incurridos y las propuestas de precios.

1.8 Ambos Gobiernos revisarán los artículos y servicios para la defensa que se propongan como apropiados para atender a sus respectivas necesidades. Señalarán, además, estas necesidades y planes de adquisición con antelación adecuada, de acuerdo con sus disposiciones nacionales, con el fin de que sus respectivas empresas dispongan de tiempo suficiente para su calificación como suministradores elegibles, así como para que puedan presentar ofertas y propuestas.

1.9 No se transferirán "paquetes de datos técnicos" (TDP) entre ambos países sin la autorización por escrito de quienes posean o controlen cualquier derecho sobre su propiedad. Cada Gobierno se asegurará de que los TDP que reciba del otro no se utilizarán para otro fin distinto del de participar en concursos, ofertas o ejecuciones de contratos relativos a la defensa, a menos que cuente con el consentimiento previo por escrito de quien posea o controle los derechos respectivos de propiedad. Se asegurará también de que estén totalmente protegidos estos derechos o cualquier otro dato o información que contengan, que sea de carácter privilegiado, protegido o clasificado.

1.10.1 La transferencia a terceros de artículos para la defensa o de datos técnicos disponibles en virtud de este Convenio, y de artículos producidos a partir de dichos datos, requerirá el consentimiento previo por escrito del Gobierno que lo suministró, excepto cuando se haya previsto otra cosa en arreglos específicos entre ambos Gobiernos o en el marco de convenios multilaterales en los que ambos Gobiernos sean Parte.

1.10.2 Cada Gobierno basará sus decisiones en sus propias leyes, disposiciones y directrices, en cuanto a las peticiones que le haga el otro Gobierno, de consentimiento de transferencias a terceros. Cada Gobierno

aplicará a las transferencias propuestas por el otro los mismos criterios que haya establecido para sí mismo, y no rechazará, con el único propósito de preservar sus propias ventajas comerciales, una petición del otro para una transferencia a un tercer país de tales artículos de defensa o datos técnicos.

1.11 Ambos Gobiernos se esforzarán al máximo en apoyar la negociación de licencias, "royalties" e intercambios de información técnica con sus empresas respectivas u otros propietarios de tales derechos. De acuerdo con su legislación, ambos Gobiernos pondrán a disposición el uno del otro toda la información necesaria para cumplir los arreglos cooperativos acordados al amparo de este Convenio. Hasta donde sea posible, ambos Gobiernos se esforzarán por llegar a un entendimiento con sus respectivas empresas que permita, en aras de la normalización y de la cooperación industrial para la defensa, la transferencia de los derechos de propiedad sobre información y datos relevantes para la defensa mediante acuerdos adecuados entre las industrias de ambos países.

1.12 A petición del Gobierno comprador, se establecerán arreglos y procedimientos sobre el apoyo logístico consiguiente de los artículos de equipo para la defensa adquiridos en aplicación de este Convenio. Ambos Gobiernos pondrán a disposición el uno del otro sus recursos y sistemas logísticos para la defensa, en los términos que se requieran y mutuamente se convengan.

1.13 Cada Gobierno eximirá al otro, de acuerdo con sus respectivas leyes y disposiciones, sobre una base de reciprocidad, del pago de los costes no recurrentes de investigación, desarrollo y producción.

ARTICULO 2

Procedimientos de ejecución

2.1 Ambos Gobiernos acuerdan crear un Comité Conjunto Hispano-Norteamericano de Cooperación Industrial para la Defensa, para el que nombrarán representantes que desarrollarán los términos de referencia de este Comité y los procedimientos de ejecución del Convenio. Tales procedimientos de ejecución figuran en el Anejo 1 de este Convenio.

2.2 El Subsecretario de Defensa para Investigación e Ingeniería será la autoridad responsable en el Departamento de Defensa de Estados Unidos de América para el desarrollo de los procedimientos de ejecución de este Convenio.

2.3 El Director General de Armamento y Material del Ministerio de Defensa de España será la autoridad responsable por el Gobierno de España para el desarrollo de los procedimientos de ejecución de este Convenio.

ARTICULO 3

Participación Industrial

3.1 La ejecución de este Convenio implica una plena participación de las empresas. Independientemente de los procedimientos gubernamentales para facilitar la ejecución de este Convenio, radicará en las empresas de cada país la responsabilidad primaria de fijar sus respectivas posibilidades de cooperación y asesorar a sus Gobiernos al respecto y asimismo llevar a cabo las actuaciones de apoyo necesarias para hacer realidad la participación industrial.

3.2 Será cometido de cada Gobierno llamar la atención de sus empresas interesadas sobre los términos básicos de este Convenio y sobre las directrices adecuadas para su ejecución. Ambos Gobiernos tomarán las medidas necesarias para que sus empresas cumplan con las normas relativas a la seguridad y la salvaguarda de la información clasificada.

3.3 Ambos Gobiernos se encargarán de que sus órganos respectivos de adquisición de material defensivo se familiaricen con los principios y objetivos de este Convenio, y ayudarán a las fuentes de suministros del otro país a obtener información sobre las compras previstas, las calificaciones necesarias y la documentación pertinente.

3.4 Para fomentar el intercambio de información en cumplimiento de los fines de este Convenio, cada Gobierno facilitará, de acuerdo con sus leyes y disposiciones, la participación de funcionarios y representantes del otro Gobierno, debidamente autorizados, en simposios informativos, reuniones aclaratorias sobre programas, conferencias previas a la convocatoria de concursos, así como el acceso a publicaciones y visitas a instalaciones.

ARTICULO 4

Seguridad

4.1 Los arreglos sobre seguridad a que se llegue en la aplicación de este Convenio quedarán sometidos a cualesquiera acuerdos sobre esta materia en que sean parte ambos Gobiernos. Mientras tanto se aplicarán las normas siguientes:

4.1.1 En la medida en que cualquier artículo, plano, especificación o información, suministrados en relación con la ejecución de este Convenio, se halle clasificado a efectos de seguridad por el Gobierno que los cede, el otro Gobierno deberá mantener una clasificación similar de los mismos y adoptará medidas de seguridad equivalentes a las del Gobierno que lo ha clasificado.

4.1.2 La información suministrada por un Gobierno al otro bajo la condición de que debe tener carácter confidencial deberá conservar su clasificación original, o se le asignará una clasificación que asegure una protección contra su divulgación equivalente a la requerida por el otro Gobierno. Como ayuda para lograr la protección deseada, cada Gobierno apondrá a dicha información suministrada una leyenda que indique el origen de la información, que la misma está relacionada con este Convenio y que se facilita con carácter confidencial.

4.1.3 Cada Gobierno permitirá que, cuando sea conveniente para ambos Gobiernos, expertos en seguridad del otro realicen visitas periódicas a su territorio para examinar con sus Autoridades en materia de seguridad los procedimientos y medios para la protección de la información militar clasificada recibida de ese otro Gobierno. Cada Gobierno prestará a tales expertos ayuda para que puedan determinar si está adecuadamente protegida la información suministrada por el otro Gobierno.

4.1.4 El Gobierno que haya recibido del otro información militar clasificada investigará todos los casos en que se sepa, o haya base para sospechar, que se ha perdido esa información o que se ha comunicado a personas no autorizadas. Igualmente, dicho Gobierno informará plena y diligentemente al Gobierno suministrador de los detalles de tales casos, de los resultados finales de la investigación y de las medidas correctoras adoptadas para evitar su repetición.

ARTICULO 5

Proyectos de producción para la defensa

5.1 El Gobierno de los Estados Unidos de América hará todo lo posible para facilitar al de España la ayuda que mutuamente se convenga, a la vista de las prioridades de este último, para el desarrollo, producción, mantenimiento, reparación y revisión de materiales y equipo para la defensa españoles, incluídas armas y municiones.

5.2 Como contribución al incremento de la capacidad de producción de la industria militar española, se designarán de mutuo acuerdo proyectos de producción para la defensa. Tan pronto como sea posible se establecerá una lista de los proyectos en estudio, que formará parte del presente Convenio. Periódicamente cada Gobierno notificará al otro los proyectos de cooperación industrial para la defensa que considere especialmente adecuados para su inclusión en la lista arriba citada. Estos proyectos podrán ser ejecutados sólo por España, o por España y los Estados Unidos de América conjuntamente como un proyecto conjunto de cooperación, o como proyectos multilaterales con la participación de uno o más países miembros de la OTAN, según mutuamente se convenga.

5.3 El Gobierno de los Estados Unidos de América proporcionará al de España o le ayudará a obtener, cuando sea posible sin coste, o en condiciones no menos favorables que las otorgadas por el Gobierno de los Estados Unidos de América a otros países de la OTAN, los derechos sobre propiedad industrial que solicite el Gobierno de España para promover su producción propia de artículos para la defensa o fomentar la normalización o interoperabilidad de los artículos fabricados en España con los originarios de Estados Unidos de América y de otros países de la OTAN.

5.4 De acuerdo con los objetivos señalados en el Artículo 1.1.1, y con los otros fines de este Convenio, los Gobiernos podrán concertar acuerdos específicos de Gobierno a Gobierno o de Gobierno a empresa para la cooperación en el desarrollo, producción, coproducción, o suministro de artículos para la defensa.

ARTICULO 6

Administración

6.1 El Comité Conjunto Hispano-Norteamericano de Cooperación Industrial para la Defensa será copresidido por las autoridades mencionadas en el Artículo 2 o por sus representantes designados. El Comité se reunirá según se convenga a petición de cualquiera de ambos Gobiernos, pero, por lo menos una vez al año, para examinar el progreso realizado en la ejecución de este Convenio. Examinará las necesidades de cada país en los campos de la investigación, el desarrollo, la producción, el suministro y apoyo logístico, así como las posibles áreas de cooperación; establecerá la lista de proyectos de cooperación industrial para la defensa mencionada en el anterior Artículo 5.2; además, establecerá de común acuerdo las bases del informe financiero que se cita en el Artículo 6.3, y lo revisará; también considerará cualesquiera otras materias pertinentes en relación con este Convenio.

6.2 Cada Gobierno designará puntos de contacto, a nivel de los respectivos Ministerios de Defensa, en cada uno de los servicios u organismos gestores de adquisiciones en dichos Ministerios, así como en otros Departamentos y organismos gubernamentales, según convenga.

6.3 Sobre la base que mutuamente se convenga, se redactará un informe anual conjunto hispano-norteamericano sobre el estado de la balanza de pagos corrientes y las tendencias a largo plazo de la cooperación entre ambos países en los campos de la investigación y el desarrollo, producción y adquisiciones.

ARTICULO 7

Efectos de la terminación

7.1 Independientemente de la expiración o terminación de este Convenio Complementario, todo contrato establecido con arreglo a los términos del mismo continuará en vigor a menos que el contrato venza de acuerdo con sus propias estipulaciones.

7.2 Lo estipulado en el Artículo 1.9 y 1.10 y en el Artículo 4 de este Convenio Complementario continuará en aplicación independientemente de la expiración o terminación de este Convenio.

ARTICULO 8

Entrada en vigor

8.1 El presente Convenio Complementario, juntamente con sus Anejos, — entrará y permanecerá en vigor de acuerdo con lo estipulado en el - Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

8.2 Los protocolos adicionales que puedan ser negociados por los funcionarios responsables y aprobados por las Autoridades Gubernamentales competentes se incorporarán a este Convenio Complementario formando parte del mismo.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence G. Todman

POR EL REINO DE ESPAÑA

J. P. R. Marca.

CONVENIO COMPLEMENTARIO CUATRO

COOPERACION INDUSTRIAL PARA LA DEFENSA

ANEJO 1. "DIRECTRICES PARA SU APLICACION"

1. INTRODUCCION

En este Anejo se recogen los procedimientos que, de mutuo acuerdo, establecen los Gobiernos de los Estados Unidos de América y de España para la puesta en práctica y ejecución del Convenio Complementario Cuatro, en adelante "el Convenio", del Convenio de Amistad, Defensa y Cooperación entre ambos países.

2. DIRECTRICES PRINCIPALES

2.1 Cada Gobierno tomará en consideración, en sus necesidades para la defensa, los artículos y servicios cualificados, desarrollados o producidos en el otro país.

2.2 Las autoridades competentes de cada Gobierno prestarán asistencia a las fuentes de suministro correspondientes del otro país para obtener información adecuada acerca de:

2.2.1 Los planes y programas de investigación, desarrollo, producción y adquisición de artículos y servicios para la defensa.

2.2.2 Los requisitos para la calificación de fuentes de suministro.

2.2.3 Las especificaciones y normas de garantía de calidad.

Ambos Gobiernos atenderán con prontitud las peticiones de información que cumplan con lo dispuesto en sus respectivas normas y procedimientos. Sin embargo e independientemente de los procedimientos gubernamentales establecidos para facilitar la ejecución del Convenio, los representantes del Gobierno o de la industria de cada país se encargarán de conseguir la información acerca de los planes del otro en cuanto a investigación, desarrollo y suministros, así como de atender las solicitudes que reciban de acuerdo con las normas y procedimientos relativos a adquisiciones, establecidas por el país comprador.

3. ACTIVIDADES

3.1 Ambos Gobiernos examinarán y, cuando lo consideren necesario, revisarán sus políticas, procedimientos y normas para asegurarse de que se tienen en cuenta los principios y objetivos del Convenio que pretenden ser compatibles con los amplios objetivos de normalización e interoperabilidad de la OTAN. Reconociendo que habrán de tenerse en cuenta factores tales como la exigencia de una fecha de entrega de los suministros, los intereses de la seguridad y la ejecución puntual del proceso de contratación, ambos Gobiernos acuerdan adoptar las siguientes medidas para asegurar la plena y libre competencia en la adjudicación de contratos:

3.1.1 Garantizar que como mínimo las siguientes entidades están familiarizadas con los principios, objetivos y cláusulas del Convenio:

- Las Dependencias respectivas de planificación, programación y contratación en materia de Defensa.

- Las respectivas Dependencias competentes para autorizar importaciones y exportaciones para la defensa.

- Los respectivos organismos y empresas dedicados a la investigación, desarrollo y producción de artículos y servicios para la defensa.

3.1.2 Garantizar que, en la medida que lo permita la legislación nacional respectiva, las ofertas de artículos para la defensa desarrollados y/o producidos en el otro país se evaluarán sin aplicar a tales ofertas diferencias de precio previstas en las leyes y disposiciones protectoras de la producción nacional, así como tampoco el coste de derechos arancelarios.

3.1.3 En la medida que lo permitan las leyes y disposiciones nacionales, adoptar medidas para expedir certificados de exención de derechos arancelarios y demás documentación necesaria.

3.1.4 Asistir a las empresas de sus respectivos países para que asesoren al otro Gobierno acerca de su capacidad industrial; ayudar, además, a dichas empresas en la adopción de medidas de apoyo necesarias para que sea máxima la participación industrial en la ejecución del Convenio.

3.1.5 Considerar como opciones para sus respectivas necesidades los artículos y servicios para la defensa ofertados por el Gobierno o las empresas del otro país. Además, comunicar sus necesidades específicas y programas de compra al otro país, con la antelación suficiente para que los Organismos y empresas de éste dispongan de un plazo suficiente para participar en los procesos de investigación, desarrollo, producción y suministro.

3.1.6 Apoyar en la mayor medida posible la negociación de licencias, "royalties" e intercambios de información técnica entre sus respectivas empresas e instituciones de investigación y desarrollo.

3.1.7 En cuanto a los equipos para la defensa producidos en virtud de licencias o acuerdos de coproducción o de proyectos de desarrollo conjunto, permitir su venta a los demás países Aliados y a terceros países específicos, de acuerdo con la política establecida en el Artículo 1.10, del Convenio. Todo acuerdo de coproducción o de desarrollo conjunto dispondrá lo necesario para las transferencias de equipos o tecnología a los países Aliados y a terceros países.

3.1.8 Garantizar que los artículos y servicios que no entren en consideración en el Convenio por razones de protección de las exigencias nacionales, tales como el mantenimiento de una base de movilización para la defensa, representarán un pequeño porcentaje del total de gastos anuales de adquisiciones para la defensa. Dichos artículos y servicios, juntamente con aquellos que no entren en consideración con arreglo al Convenio por causa de restricciones legalmente impuestas sobre adquisiciones procedentes de fuentes no nacionales, se identificarán tan pronto como sea posible por el Departamento de Defensa, así como por el Ministerio de Defensa. Se confeccionarán listas de los referidos artículos y servicios y se revisarán constantemente a ese nivel.

3.1.9 De acuerdo con sus leyes y disposiciones nacionales, facilitar la organización de visitas de representantes autorizados del Gobierno y de las empresas del otro país para explorar y promover las posibilidades de cooperación en investigación, desarrollo, producción, suministro y apoyo logístico de equipo para la defensa.

3.2 En sus esfuerzos para equilibrar la balanza en el comercio en materia de defensa, ambos Gobiernos garantizarán que sus medidas respectivas adoptadas en el marco del Convenio tendrán en cuenta el nivel de tecnología implicado, así como el valor contractual de los artículos objeto de las transacciones.

4. PROCEDIMIENTOS DE CONTABILIZACION

4.1 El Departamento de Defensa y el Ministerio de Defensa identificarán de mutuo acuerdo las compras y otras transacciones que deban ser objeto de contabilización habida cuenta de los objetivos del Convenio. En principio, se contabilizarán todos los artículos y servicios para la defensa adquiridos por el Departamento de Defensa o el Ministerio de Defensa al otro país siempre que tales adquisiciones se ajusten a los siguientes criterios:

4.1.1 Compras directas por el Departamento de Defensa al Ministerio de Defensa, o viceversa, incluídos sus respectivos organismos.

4.1.2 Compras por el Departamento de Defensa o el Ministerio de Defensa a las empresas del otro país. Cuando tales compras impliquen acuerdos sobre compensaciones entre el Gobierno de uno de los dos países y la industria del otro, se aplicará en el cómputo de la balanza el importe de tal compensación.

4.1.3 Compras por las empresas de un país al Gobierno o a las empresas del otro en el marco de los contratos para la defensa entre los Gobiernos.

4.1.4 Las compras por el Gobierno de un tercer país al Gobierno de los Estados Unidos de América o de España o a sus respectivas empresas, cuando concurra alguna de las siguientes circunstancias:

- La venta requiere la autorización previa del Gobierno no vendedor.

- La venta es resultado directo de esfuerzos de promoción del Gobierno o de las empresas del país no vendedor, previamente conocidos y aceptados por la parte vendedora.

4.1.5 Las compras por cualquiera de los dos países de artículos o servicios para la defensa que sean el resultado de proyectos financiados conjuntamente por ambos países.

4.1.6 Los pagos por licencias, "royalties" y otros ingresos conexos que sean consecuencia de pedidos del Departamento de Defensa o del Ministerio de Defensa y/o de empresas de un país a empresas licenciatarias del otro o de transacciones entre el Departamento de Defensa y el Ministerio de Defensa.

4.1.7 Las transferencias de tecnología y de equipos de producción, prueba y control de calidad necesarios para el logro de los fines del Convenio.

4.1.8 Las contribuciones de un país en programas de investigación, desarrollo y demostración en el otro que hayan sido acordadas por ambos Gobiernos.

4.1.9 Compras de artículos y servicios, no destinados a la defensa por el Gobierno o las empresas de un país al Gobierno o a las empresas del otro, siempre y cuando ambos Gobiernos convengan en que cualquier compra particular ha de ser objeto de contabilización habida cuenta de los objetivos del Convenio.

4.2 No se contabilizarán las transacciones siguientes:

4.2.1 Los trabajos de mantenimiento y de apoyo logístico que se realicen en cualquiera de ambos países en virtud de contratos vigentes antes de la entrada en vigor del Convenio.

4.2.2 Cualquier transacción en curso en virtud de acuerdos y contratos vigentes antes de la entrada en vigor del Convenio.

4.2.3 Los gastos operativos de cualquiera de ambos Gobiernos para el logro de los fines del Convenio.

4.3 Las transacciones reseñadas en el Artículo 4.1 y otras que decidan incluir ambos Gobiernos, de mutuo acuerdo, se contabilizarán de la siguiente forma:

4.3.1 Según el valor de los contratos en su fecha de entrada en vigor.

4.3.2 Las compras por terceros países de artículos o servicios para la defensa a los Gobiernos de España o de los Estados Unidos de América o a las empresas de uno u otro país, según lo descrito en el Artículo 4.1.4 de este Anejo, se contabilizarán como ventas por el país no vendedor de la siguiente forma.

- Cuando se necesite la autorización del Gobierno no vendedor, se acreditará sólo el valor de los artículos relacionados directamente con la autorización.

- Cuando la venta sea resultado directo de esfuerzos de promoción por el Gobierno no vendedor o por empresas de su país, se acreditará solamente el valor de las partes, subconjuntos, conjuntos, equipos, y servicios suministrados por los Gobiernos de España o de los Estados Unidos de América o por sus respectivas empresas.

4.4 Se contabilizarán, en la forma y cuantía que en cada caso convengan los Gobiernos, las siguientes transacciones:

- Los pagos por licencias, "royalties" y cualquier otro ingreso que sean consecuencia de transferencias de tecnología y de equipos de producción, prueba y control de calidad entre ambos países.

- Pedidos del Ministerio de Defensa o del Departamento de Defensa, y/o de empresas de un país a empresas licenciatarias en el otro, o procedentes de transacciones entre ambos Departamentos.

- Las contribuciones de un país en programas de investigación, desarrollo y demostración en el otro.

4.5 Las transacciones se contabilizarán según el tipo de cambio de las monedas respectivas en la fecha efectiva de la transacción.

4.6 Cada Gobierno redactará un informe anual. Estos informes resumirán los datos contables según cada una de las partidas anteriores. Los datos justificativos de cada partida que el resumen incluya indicarán el artículo

suministrado, las partes implicadas en la transacción, su fecha y el valor contabilizado. Ambos Gobiernos intercambiarán estos informes y los datos justificativos con antelación suficiente a la reunión anual para permitir su examen y comentario o aceptación por el otro Gobierno, dos semanas por lo menos antes de dicha reunión. La resolución de las diferencias que puedan surgir sobre los informes será competencia del Comité Conjunto establecido según el Artículo 2.1 de este Convenio.

5. ADMINISTRACION

5.1 Cada Gobierno designará puntos de contacto en los respectivos Ministerios de Defensa así como en otros Organismos y Departamentos pertinentes, con el fin de llevar a cabo las acciones necesarias para la ejecución del Convenio.

5.2 La administración general del Convenio es competencia del Comité Conjunto de Cooperación Industrial para la Defensa, cuyos cometidos se recogen en el Anejo 2 al Convenio.

5.3 Se aplicarán los procedimientos de control de calidad reseñados en STANAGS 4107 y 4108, a menos que otras disposiciones sean mutuamente acordadas con referencia a un contrato específico. El pago por servicios prestados se realizará de acuerdo con las leyes y disposiciones nacionales de cada país.

CONVENIO COMPLEMENTARIO CUATRO

COOPERACION INDUSTRIAL PARA LA DEFENSA

ANEJO 2. "TERMINOS DE REFERENCIA Y ACTUACIONES DEL

COMITE CONJUNTO DE COOPERACION INDUSTRIAL PARA LA DEFENSA"

ARTICULO 1

El Comité Conjunto Hispano-Norteamericano de Cooperación Industrial para la Defensa, en adelante "el Comité", a que se hace referencia en el Artículo 2.1 del Convenio Complementario Cuatro, en adelante "el Convenio", estará copresidido por, y actuará bajo la directa responsabilidad de las Autoridades de ambos Gobiernos mencionadas en los Artículos 2.2 y 2.3 del Convenio. Será el organismo principal que tendrá a su cargo la ejecución y puesta en práctica del Convenio.

ARTICULO 2

A tal fin, el Comité se reunirá por lo menos una vez dentro de cada año natural según convengan ambos Copresidentes. Las reuniones tendrán por objeto examinar los progresos realizados en la puesta en práctica y en el cumplimiento del Convenio. Especialmente, se examinará el progreso realizado en la eliminación de los obstáculos para el logro de los objetivos del Convenio, y la eficacia de las medidas concretas que se acuerden mutuamente para alcanzar dichos objetivos. Además el Comité:

2.1 Analizará las necesidades de cada país en lo que se refiere a investigación, desarrollo, producción, suministro y apoyo logístico de artículos para la defensa, así como la valoración de las posibles áreas de cooperación y actividades para su desarrollo conjunto.

2.2 Intercambiará información en cuanto a la forma en que se haya desarrollado y ejecutado lo estipulado en el Convenio y, si hay lugar, redactará propuestas de enmiendas al mismo o a sus anejos.

2.3 Elaborará normas para la redacción del informe contable anual sobre la balanza comercial; aprobará dicho informe y formulará conclusiones y recomendaciones basándose en el mismo, con el fin de incluir cualesquiera tendencias a largo plazo que puedan determinarse.

2.4 Considerará otros asuntos relacionados con el Convenio.

ARTICULO 3

El Comité se reunirá alternativamente en España y en los Estados Unidos de América. En su primera reunión nombrará dos Secretarios, uno por cada país, quienes confeccionarán conjuntamente el orden del día de las reuniones sucesivas. El país en que una determinada reunión se celebre proveerá lo necesario para los correspondientes servicios de Secretaría. Los idiomas de trabajo serán el español y el inglés, y cada Gobierno correrá con los gastos de traducción a su idioma de los documentos facilitados por el otro en el suyo. El Comité elaborará su propio reglamento de régimen interior, cuya aprobación constará en las actas de la reunión correspondiente.

CONVENIO COMPLEMENTARIO CINCO

ESTATUTO DE LAS FUERZAS DE LOS ESTADOS UNIDOS DE AMERICA

EN ESPAÑA

PREAMBULO

Con el propósito de complementar el "Convenio entre las Partes en el Tratado del Atlántico Norte relativo al Estatuto de sus Fuerzas", firmado en Londres el 19 de Junio de 1951 (en adelante "Convenio sobre el Estatuto de Fuerzas"), los Gobiernos de los Estados Unidos de América y de España han acordado lo siguiente en relación con las Fuerzas de los Estados Unidos de América en España:

ARTICULO 1

DEFINICIONES

1.1 El término "elemento civil", definido en el Artículo I, 1, b) del Convenio sobre el Estatuto de Fuerzas, incluirá también a los empleados de nacionalidad norteamericana o residentes de los Estados Unidos de América de organizaciones no comerciales que no sean españolas que se desplacen a España para contribuir al bienestar, el espíritu o la educación de la fuerza y cuya presencia haya sido autorizada por el Comité Conjunto para Asuntos Político-Militares Administrativos, y que estén acompañando a dichas Fuerzas en España.

1.2 El término "personas a cargo", definido en el Artículo I, 1, c) del Convenio sobre el Estatuto de Fuerzas, incluirá también a los padres de un miembro de la fuerza o del elemento civil, o de su cónyuge, que dependan económicamente o por razones de salud de dicho miembro, que convivan con el mismo y que se encuentren en España con el consentimiento de las Autoridades Militares de los Estados Unidos de América. En el caso de mediar especiales circunstancias, y previa autorización por el Comité Conjunto para Asuntos Político-Militares Administrativos, podrán ser incluidos en este concepto otros miembros de la familia.

1.3 La definición del término "derechos" en el Artículo XI, 12 del Convenio sobre el Estatuto de Fuerzas será aplicable en todos los casos en que se utilice este término en el presente Acuerdo en relación con una importación o exportación.

1.4 El término "personal laboral local" tal como es usado en este Convenio y su Anejo 2 significa aquellas personas, que sin ser miembros de la fuerza, del elemento civil, ni personas a cargo, ni las personas a que se refiere el Artículo 8.1 del Anejo 2 de este Convenio, se dedican a una actividad laboral al servicio de las Fuerzas de los Estados Unidos de América en Bases o establecimientos militares españoles.

ARTICULO 2

ENTRADA Y SALIDA

2.1 De acuerdo con la práctica existente y salvo que otra cosa sea acordada mutuamente, el Gobierno español renuncia a su facultad de requerir el refrendo de las órdenes de destino previsto en el Artículo III, 2, b) del Convenio sobre el Estatuto de Fuerzas.

2.2 El Gobierno español no exigirá visado para la entrada y salida de España a los miembros del elemento civil y a las personas a cargo. Las Autoridades españolas practicarán en los pasaportes de estas personas las anotaciones exigidas por las reglamentaciones españolas.

2.3 Los miembros de la fuerza, del elemento civil y las personas a — cargo estarán exentos del registro y control de extranjeros.

2.4 El Mando de una Base o establecimiento en el que existan IDAs, con la colaboración del Jefe de las Fuerzas de los Estados Unidos de América, establecerá las medidas necesarias para el cumplimiento y aplicación de lo dispuesto en los párrafos 2.1 y 2.2 de este Artículo.

2.5 Durante su estancia en España los miembros de la fuerza, del elemento civil y personas a cargo acreditarán su condición bien con la documentación prevista en el Artículo III del Convenio sobre el Estatuto de Fuerzas o bien con una tarjeta especial de identificación expedida por las Autoridades Militares de los Estados Unidos de América, según un modelo normalizado bilingue comunicado al Comité Conjunto para Asuntos Político-Militares Administrativos. La mencionada documentación será válida en todo el territorio español.

ARTICULO 3

PERMISOS DE CONDUCIR

3.1 En relación con lo dispuesto por el Artículo IV del Convenio sobre el Estatuto de Fuerzas, los miembros de la fuerza, del elemento civil y las personas a cargo, poseedores de un permiso de conducir válido expedido por las autoridades competentes de los Estados Unidos de América, recibirán permisos de conducir españoles. Estos permisos serán expedidos gratuitamente sin — examen por la correspondiente Jefatura Provincial de Tráfico.

3.2 El solicitante rellenará un impreso con sus datos personales de identificación al que unirá dos fotografías tamaño carnet, su permiso de conducir de los Estados Unidos de América y toda la información que fije el Comité Conjunto para Asuntos Político-Militares Administrativos. Este impreso será remitido a la correspondiente Jefatura Provincial de Tráfico, la cual expedirá gratuitamente en un plazo máximo de dos semanas un permiso español de conducir de la misma clase que el permiso de los Estados Unidos de América en poder del solicitante. Al mismo tiempo, se le devolverá al solicitante su permiso de conducir de los Estados Unidos de América.

3.3 Mientras se tramita la solicitud del permiso de conducir español, el — solicitante estará autorizado para conducir vehículos de motor, a condición de poseer una traducción española debidamente autorizada de su permiso de conducir de los Estados Unidos de América.

3.4 Los permisos españoles de conducir, expedidos de acuerdo con este Artículo, tendrán validez durante el período de tiempo establecido por la legislación española y serán renovados gratuitamente y sin examen, a fin de mantener su validez por el tiempo de duración del destino del portador en España. Dicho permiso, una vez que el beneficiario termine su misión en España, será — devuelto a la Jefatura Central de Tráfico del Ministerio del Interior en Madrid por mediación del Comité Conjunto para Asuntos Político-Militares Administrativos. Los permisos de conducir españoles a los que se hace referencia en este — Artículo estarán sujetos a las medidas de retirada temporal o definitiva que — puedan acordarse por las autoridades gubernativas o judiciales españolas de acuerdo con la legislación vigente, como consecuencia de infracciones de tráfico cometidas por sus titulares.

3.5 Los conductores de vehículos del Gobierno de los Estados Unidos de América deberán estar en posesión de permisos militares de conducir válidos en dicho país, acompañados de una traducción española de los mismos. No se necesitarán permisos españoles de conducir para el manejo de dichos vehículos por los miembros de la fuerza o del elemento civil en España.

ARTICULO 4

JURISDICCION PENAL

4.1 De conformidad con lo previsto en el Artículo VII, 3 c) del Convenio sobre el Estatuto de Fuerzas, España reconoce la particular importancia del Control disciplinario por las Autoridades Militares de los Estados Unidos de América sobre los miembros de la fuerza y sus efectos sobre su eficacia operativa, y, en consecuencia, las Autoridades españolas, excepto en casos de especial significación para ellas, ejercerán el derecho a renunciar a su jurisdicción preferente, a petición de las Autoridades de los Estados Unidos de América, en la forma especificada en el párrafo 2 de este Artículo.

4.2 Las peticiones de las Autoridades de los Estados Unidos de América de renuncia por España al derecho de jurisdicción preferente se tramitarán de conformidad con las reglas siguientes:

4.2.1 La petición de renuncia será presentada al Comité Conjunto para Asuntos Político-Militares Administrativos, dentro del plazo de treinta días siguientes a la fecha en que las Autoridades Militares tuvieran conocimiento de la iniciación del procedimiento contra el acusado.

4.2.2 Las peticiones serán estudiadas por el Comité Conjunto para Asuntos Político-Militares Administrativos que someterá una recomendación a las Autoridades competentes españolas dentro del plazo de quince días.

4.2.3 Las Autoridades competentes españolas resolverán sobre la petición dentro de los treinta días de su recepción.

4.2.4 Si las Autoridades españolas no renuncian a su jurisdicción el proceso será objeto de tramitación preferente para obtener una decisión en el plazo más breve posible.

ARTICULO 5

CERTIFICADOS DE ACTO DE SERVICIO

5.1 Cuando un miembro de la fuerza o del elemento civil fuera acusado de delito por las Autoridades españolas, las Autoridades Militares de los Estados Unidos de América, si lo exigen las circunstancias, expedirán un certificado acreditando que el delito imputado tuvo su origen en un acto u omisión realizado en el cumplimiento de un acto de servicio. El certificado será remitido a las Autoridades españolas competentes, quienes lo considerarán prueba suficiente de dicho acto, salvo que exista prueba en contrario.

5.2 En el caso de que las Autoridades españolas competentes tuvieran alguna duda relativa al certificado, éste será revisado por el Comité Conjunto para Asuntos Político-Militares Administrativos, para que informe sobre el mismo en el plazo de treinta días.

ARTICULO 6

CUSTODIA Y ACCESO

6.1 La custodia de un miembro de la fuerza, sobre el cual vaya a ejercerse la jurisdicción española, será confiada a las Autoridades Militares de los Estados Unidos de América, que asumirán la correspondiente responsabilidad a petición de éstas y dentro de sus propias facultades, hasta la conclusión del procedimiento judicial.

6.2 Durante el período de custodia las Autoridades Militares de los Estados Unidos de América prestarán plena consideración a las decisiones de las Autoridades judiciales españolas respecto a las condiciones de la custodia.

6.3 Las Autoridades Militares de los Estados Unidos de América garantizarán la inmediata comparecencia de dichas personas ante las Autoridades judiciales españolas competentes en cualesquiera diligencias que puedan requerir su presencia y en todo caso su comparecencia en el juicio oral. Si los procedimientos judiciales españoles no quedan concluídos en el plazo de un año, las Autoridades Militares de los Estados Unidos de América quedarán exentas de las obligaciones contenidas en el presente párrafo. Dicho plazo de un año no incluye el tiempo necesario para recursos.

6.4 En los procedimientos penales ante los Tribunales españoles contra un miembro de la fuerza, se aplicarán las siguientes normas:

6.4.1 Si el Tribunal decreta la libertad provisional sin fianza, las garantías de este Artículo 6.3 sustituirán la obligación de presentación periódica exigida por las leyes españolas.

6.4.2 Si el Tribunal decretara la prisión provisional sin fianza o la fianza no se prestara, las Autoridades Militares de los Estados Unidos de América podrán, si tienen facultades para ello, mantener la custodia con restricción de movimientos y vigilancia efectiva. En este supuesto el tiempo de custodia cumplido en estas circunstancias podrá ser abonado en cualquier sentencia de privación de libertad que eventualmente pudiera dictarse.

6.4.3 Si el Tribunal admite la fianza prestada por dicho miembro, las Autoridades Militares quedarán exentas de toda responsabilidad de custodia según los términos de este Artículo.

ARTICULO 7

PRIVACION DE LIBERTAD Y VISITAS

Las penas de privación de libertad impuestas por un Tribunal español a miembros de la fuerza, del elemento civil o personas a cargo, serán cumplidas en instalaciones penitenciarias españolas convenidas a este fin por el Comité Conjunto para Asuntos Político-Militares Administrativos con la Dirección General de Instituciones Penitenciarias, entre aquellas correspondientes al nivel de seguridad exigido para el recluso. Las Autoridades españolas garantizarán plenamente a las Autoridades de los Estados Unidos de América el derecho a visitar a dichas personas en cualquier momento y a facilitarles la ayuda material que las Autoridades de los Estados Unidos de América consideren adecuada, de acuerdo con los correspondientes Reglamentos Penitenciarios españoles.

ARTICULO 8

DISCIPLINA

8.1 Las Autoridades Militares de la fuerza serán responsables del mantenimiento de la disciplina sobre los miembros de la misma.

8.2 Para el mantenimiento de la disciplina, las Autoridades Militares de los Estados Unidos de América podrán establecer, en coordinación con el Mando de la Base o establecimiento militar, unidades de policía militar o naval en el interior de las Bases o establecimientos militares donde se encuentren destinadas fuerzas de los Estados Unidos de América, según normas que serán sometidas al Comité Conjunto para Asuntos Político-Militares Administrativos para su coordinación y revisión. Las Autoridades Militares de los Estados Unidos de América podrán asimismo autorizar la actuación de dichas unidades en localidades próximas a dichas Bases o establecimientos militares, en cooperación con la policía local, según normas convenidas entre las Autoridades Militares de España y de los Estados Unidos de América. Estas normas serán también sometidas al Comité Conjunto para Asuntos Político-Militares Administrativos para su coordinación y revisión.

ARTICULO 9

RECLAMACIONES

9.1 Los miembros de la fuerza y del elemento civil no podrán ser objeto de acción judicial ante los Tribunales o Autoridades españoles por reclamaciones derivadas de acciones u omisiones imputables a dichas personas con ocasión de la realización de un acto de servicio, en la medida que dicha acción tenga por objeto las responsabilidades civiles derivadas del delito. Estas reclamaciones pueden ser presentadas a la Administración Militar española y tramitadas según las normas contenidas en el Artículo VIII del Convenio sobre el Estatuto de Fuerzas.

9.2 Si fuera necesario para determinar la aplicabilidad de este Artículo 9.1, las Autoridades Militares de los Estados Unidos de América podrán expedir un certificado oficial acreditando que una determinada acción u omisión de un miembro de la fuerza o del elemento civil tuvo lugar durante la realización por aquél de un acto de servicio. Las Autoridades españolas aceptarán este certificado como prueba suficiente de la realización del acto de servicio. Cuando en un determinado caso, las Autoridades españolas consideren que un certificado de acto de servicio requiera aclaración, dicho certificado será objeto de rápida revisión por el Comité Conjunto para Asuntos Político-Militares Administrativos.

9.3 A los efectos de este Artículo el término "elemento civil" incluye al personal laboral local que actúe en el desempeño de actos de servicio que le sean asignados por las Fuerzas de los Estados Unidos de América. Dicho término no incluye a los contratistas de los Estados Unidos de América, a los empleados de estos contratistas ni a miembros del elemento civil no empleados por las Fuerzas de los Estados Unidos de América.

9.4 En todos los casos de ejercicios o maniobras en España, autorizados por el Gobierno español y en los que sólo participen Fuerzas de los Estados Unidos de América, las reclamaciones por daños o perjuicios a personas o bienes en España serán adjudicadas y resueltas de acuerdo con lo dispuesto en el Artículo VIII del Convenio sobre el Estatuto de Fuerzas. No obstante, para la autorización de ejercicios o maniobras no relacionados con la OTAN, podrá ser también exigible para su autorización una contribución norteamericana a los gastos administrativos que se ocasionen al Gobierno español con este motivo, en la cantidad que sea acordada por el Comité Conjunto para Asuntos Político-Militares Administrativos.

ARTICULO 10

EXENCIONES DE IMPUESTOS A TITULO PERSONAL

10.1 En relación con lo establecido en el Artículo IX del Convenio sobre el Estatuto de Fuerzas, y salvo lo previsto en este Artículo, la adquisición de bienes y servicios en el mercado español por los miembros de la fuerza o del elemento civil, o por las personas a cargo, para su uso personal, estará sujeta a los correspondientes impuestos españoles. Sin embargo, los miembros de la fuerza o del elemento civil no tributarán impuesto alguno estatal, de las entidades autonómicas o entidades locales españolas, por la propiedad, posesión, uso, transmisión entre sí mismos, o transmisión por muerte sobre sus bienes muebles importados en España o adquiridos en ella para su uso personal. Sin embargo el segundo vehículo automóvil propiedad de un miembro de la fuerza o del elemento civil quedará sujeto al impuesto municipal de circulación.

10.2 La exención de impuestos sobre la renta prevista en el Artículo X del Convenio sobre el Estatuto de Fuerzas se aplicará igualmente a las rentas percibidas por los miembros de la fuerza o del elemento civil por razón de su empleo en las organizaciones enumeradas en el Artículo XVII de este Acuerdo Complementario y a las rentas derivadas de fuentes situadas fuera de España.

10.3 La exención de impuestos sobre la renta prevista en el Artículo X del Convenio sobre el Estatuto de Fuerzas no será de aplicación a las demás rentas que se obtengan de cualquier otra fuente situada en España que fueran gravables de acuerdo con la Ley española.

ARTICULO 11

IMPORTACIONES, EXPORTACIONES Y ADQUISICIONES OFICIALES EN ESPAÑA

11.1 En relación con el Artículo XI del Convenio sobre el Estatuto de Fuerzas, la importación de material, equipo, repuestos, provisiones y demás mercancías en España por las Fuerzas de los Estados Unidos de América para fines oficiales en el ejercicio de las funciones autorizadas en el Convenio Complementario 2 y sus Anejos estará exenta de toda clase de derechos españoles. La adquisición de tales bienes en España por las Fuerzas de los Estados Unidos de América para idénticos fines gozará de los beneficios fiscales a la exportación y estará exenta de toda clase de impuestos, derechos, y cargas españoles inmediatamente aplicables a dicha adquisición cuando el valor total de la adquisición iguale o supere 100.000,-Pts.

11.2 La exportación de España por las Fuerzas de los Estados Unidos de América de material, equipo, repuestos, provisiones y demás mercancías a las que se refiere este Artículo 11.1, estará exenta de toda clase de derechos españoles.

11.3 Las exenciones previstas en este Artículo 11.1 y 11.2, se aplicarán igualmente al material, equipo, repuestos, provisiones y demás mercancías importadas o adquiridas en el mercado interior español por las Fuerzas de los Estados Unidos de América o en su nombre para el uso por un contratista en la ejecución de un contrato con dichas Fuerzas según lo dispuesto en el Convenio de Amistad, Defensa y Cooperación. Se excluye de esta exención la importación de vehículos de pasajeros. Las Fuerzas de los Estados Unidos de América otorgarán toda su cooperación a las Autoridades españolas del Ministerio de Hacienda para el control de las actividades realizadas por los contratistas según lo establecido en este párrafo.

11.4 Las exenciones previstas en este Artículo 11.3 se aplicarán igualmente a los proyectos financiados conjuntamente por España y los Estados Unidos de América o para los que exista una contribución financiera de los Estados Unidos de América para los fines del Convenio de Amistad, Defensa y Cooperación.

ARTICULO 12

IMPORTACIONES, EXPORTACIONES Y ADQUISICIONES EN ESPAÑA

DE VEHICULOS AUTOMOVILES QUE TENGAN CARACTER PRIVADO

12.1 En relación con el Artículo XI, 5, 6 y 7 del Convenio sobre el Estatuto de Fuerzas, los efectos personales, mobiliario y bienes de uso doméstico, para uso exclusivo de los miembros de la fuerza o del elemento civil, o de una persona a cargo, con ocasión de su primera llegada a España, y durante un período de seis meses a partir de la misma, podrán importarse y mantenerse en España libres de toda clase de derechos españoles.

12.2 Los miembros de la fuerza o del elemento civil podrán poseer y mantener, en cualquier momento, un solo vehículo automóvil importado al amparo de esta exención y otro vehículo automóvil de fabricación española adquirido en España, según estipulaciones especiales y con exención del impuesto español sobre el lujo. Las personas a cargo podrán poseer y mantener en las mismas condiciones un vehículo automóvil de fabricación española.

12.3 La importación en España por la vía postal militar prevista en el Artículo 21 de este Convenio de artículos para uso personal de los miembros de la fuerza o del elemento civil, y de las personas a cargo, estará exenta de derechos españoles, cuando el valor de dichos artículos no exceda al equivalente en pesetas a 100 dólares de los Estados Unidos de América.

12.4 Los bienes importados según lo establecido en los Artículos 12.1, 12.2 y 12.3, sin perjuicio de las exenciones previstas en este Artículo, se considerarán como bienes importados temporalmente a efectos fiscales y aduaneros españoles.

12.5 Los bienes a que se refieren los Artículos 12.1, 12.2 y 12.3 no podrán ser transmitidos, cedidos o alquilados a personas en España que no estén autorizadas a importarlos en franquicia, salvo que tal transmisión o uso sea autorizado por las correspondientes Autoridades españolas.

12.6 La exportación de los bienes a que se refieren los Artículos 12.1, 12.2 y 12.3, o que hayan sido adquiridos en España para el uso personal de su propietario, estará exenta de toda clase de derechos españoles.

ARTICULO 13

FORMALIDADES ADUANERAS

13.1 Las estipulaciones especiales a que se refiere el Artículo XI,10 del Convenio sobre el Estatuto de Fuerzas se establecerán por las autoridades aduaneras españolas a propuesta del Comité Conjunto para Asuntos Político-Militares Administrativos.

13.2 El Comité Conjunto para Asuntos Político-Militares Administrativos formulará recomendaciones a las autoridades españolas para la aplicación de las disposiciones generales aduaneras españolas a las actividades

desarrolladas en cumplimiento de este Convenio de conformidad con lo establecido en el Artículo XII,1 del Convenio sobre el Estatuto de Fuerzas.

13.3 El Mando de la Base o establecimiento en que existan instalaciones de apoyo, con la colaboración del Jefe de las Fuerzas Armadas de los Estados Unidos de América, adoptará las medidas necesarias para el cumplimiento de las actuaciones reseñadas en los Artículos 13.1 y 13.2 de este Convenio.

ARTICULO 14

EJECUCION DE OBRAS EN ESPAÑA

14.1 Los proyectos, obras o construcciones que sea necesario realizar por las Fuerzas de los Estados Unidos de América para el ejercicio de las funciones autorizadas en el Convenio de Amistad, Defensa y Cooperación, serán llevados a efecto por personal de la fuerza o por contratistas españoles capacitados para ejecutar la obra en las condiciones requeridas directamente o a través de un contratista principal de los Estados Unidos de América. Las empresas norteamericanas autorizadas a desarrollar sus actividades en España, de acuerdo con la legislación española, son consideradas contratistas españoles. Los contratos directamente celebrados por los Estados Unidos de América según estas disposiciones se acomodarán a las leyes y reglamentos de los Estados Unidos de América.

14.2 Los contratos pendientes de formalización serán presentados al Comité Conjunto para Asuntos Político-Militares Administrativos para su información.

14.3 Los contratistas españoles deberán reunir los requisitos establecidos por el Gobierno español para la ejecución de obras públicas análogas para el Gobierno español. En caso de duda sobre la condición jurídica de un posible contratista, las Autoridades de los Estados Unidos de América solicitarán la asistencia del Comité Conjunto para Asuntos Político-Militares Administrativos para comprobar dicha condición.

14.4 Sin perjuicio de otros derechos que las Partes puedan tener como consecuencia del contrato, el incumplimiento del mismo por parte de un contratista español tendrá para éste las mismas consecuencias que tendría en caso de incumplimiento de un contrato con la Administración Pública española en lo que se refiere a futuros contratos con el Gobierno español.

14.5 En el caso excepcional en que no sea posible realizar el contrato por uno de los contratistas aludidos en este Artículo 14.1, el Comité Conjunto para Asuntos Político-Militares Administrativos puede autorizar su realización por otro contratista. En tales casos, el Gobierno español tendrá el derecho a no aceptar al contratista propuesto.

14.6 No obstante lo dispuesto en este Artículo, la legislación española en materia laboral será de aplicación a todo el personal de los contratistas que sea residente habitual en España.

14.7 En los proyectos, trabajos y construcciones citados en este Artículo, se emplearán material, mano de obra y equipos españoles, siempre que ello sea factible de acuerdo con los requisitos de los Estados Unidos de América, según las especificaciones del contrato puestas de manifiesto en los pliegos de condiciones de oferta publicados por las Autoridades de los Estados Unidos de América.

14.8 Las personas que deban acceder a una Base o establecimiento para llevar a cabo un contrato recibirán la autorización para dicho acceso en los siete días siguientes a la solicitud presentada por las autoridades de los Estados Unidos de América. Dicho acceso podrá ser denegado o retirado por razones de seguridad o a causa de la mala conducta de dichas personas en la Base o establecimiento. Las medidas adoptadas por el Jefe de la Base o establecimiento podrán ser objeto de consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos. La denegación del acceso a causa de dichas razones no constituirá causa de responsabilidad por parte de los Gobiernos de España y de los Estados Unidos de América según la legislación española. Los Estados Unidos de América no podrán efectuar reclamaciones contra el Gobierno de España por dicha denegación de acceso.

14.9 Las autorizaciones y aprobaciones exigidas en este Artículo serán otorgadas con prontitud. Cualquier denegación de autorización o aprobación tendrá que ser motivada, pudiendo celebrarse consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos para resolver posibles diferencias.

ARTICULO 15

CONTRATOS DE SERVICIOS

15.1 Los Estados Unidos de América podrán celebrar, de acuerdo con sus leyes y reglamentos, los contratos de servicios en relación con las actividades autorizadas en el Convenio de Amistad, Defensa y Cooperación.

15.2 Si las Fuerzas Armadas de los Estados Unidos de América desean celebrar contratos de servicios para actividades, mantenimiento o apoyo en las Bases, a pagar con fondos asignados, y que no hayan sido previamente realizadas mediante contrato los Estados Unidos de América informarán al Comité Conjunto para Asuntos Político-Militares Administrativos antes de adjudicar dicho contrato. Las Fuerzas Armadas de los Estados Unidos de América podrán adjudicar estos contratos salvo que el Comité Conjunto para Asuntos Político-Militares Administrativos informe a las Autoridades de los Estados Unidos de América en un plazo de treinta días que razones de seguridad se oponen a que dicha actividad sea contratada, o que dicho contrato podría interferir en las actividades españolas en la Base o establecimiento. Asimismo se presentará al Comité Conjunto para Asuntos Político-Militares Administrativos la lista de posibles contratistas; éste podrá no aceptar a un contratista por razones de seguridad o por causa de antecedentes desfavorables de dicho contratista en relación con las Fuerzas Armadas españolas.

15.3 Serán sometidos al Comité Conjunto para Asuntos Político-Militares Administrativos los proyectos de contrato de las Fuerzas Armadas de los Estados Unidos de América con concesionarios privados de suministro de bienes y servicios para compradores autorizados, que requieran el uso de terrenos o edificios situados en el interior de una instalación de apoyo, cuyo uso haya sido concedido a las Fuerzas de los Estados Unidos de América. Estos proyectos de contrato contendrán las condiciones de uso de dichos terrenos y edificios.

15.4 Los contratos a que se refiere este Artículo deberán ser celebrados con las empresas que están autorizadas a llevar a cabo en España estas actividades según la legislación española.

15.5 Las personas que deban acceder a una Base o establecimiento para llevar a cabo un contrato recibirán la autorización para dicho acceso en los siete días siguientes a la solicitud presentada por las Autoridades de los Estados Unidos de América. Dicho acceso podrá ser denegado o retirado por

razones de seguridad o a causa de la mala conducta de dicha persona en la Base o establecimiento. Las medidas adoptadas por el Jefe de la Base o establecimiento podrán ser objeto de consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos. La denegación del acceso a causa de dichas razones no constituirá causa de responsabilidad por parte de los Gobiernos de España o de los Estados Unidos de América según la legislación española. Los Estados Unidos de América no podrán efectuar reclamaciones contra el Gobierno de España por dicha denegación de acceso.

15.6 Las actividades derivadas de contratos anteriores a la entrada en vigor de este Convenio no necesitarán autorización para que dichos contratos y sus prórrogas continúen siendo válidos, debiendo cumplir los requisitos de la legislación española. El único requisito adicional para el desarrollo de dichas actividades será la aprobación del acceso para el personal del contratista que no haya sido autorizado previamente, según este Artículo 15.5.

15.7 Las disposiciones de este Artículo no afectan a los contratos de servicios que las Fuerzas Armadas de los Estados Unidos de América puedan tener con las empresas que tengan su residencia habitual en los Estados Unidos de América y que puedan precisar el desempeño de una actividad de forma temporal en el interior de una Base o establecimiento militar español. Con excepción de lo establecido en el párrafo 5 de este Artículo, estas disposiciones tampoco se aplican a los expertos técnicos cuyos servicios sean requeridos por las Fuerzas Armadas de los Estados Unidos de América y que se encuentren en España exclusivamente para servir a dichas Fuerzas Armadas, bien como asesores en materias técnicas, bien para la instalación, operación o mantenimiento de equipos. En tales casos el único requisito será la autorización de dicha actividad por el Comité Conjunto para Asuntos Político-Militares Administrativos.

15.8 Las autorizaciones y aprobaciones que se requieran según este Artículo serán efectuadas con prontitud. Cualquier denegación de autorización o de aprobación deberá ser motivada, y se podrán celebrar consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos para resolver las posibles diferencias.

ARTICULO 16

DESIGNACION DE CONTRATISTAS

16.1 Las Autoridades Militares de los Estados Unidos de América designarán ante el Comité Conjunto para Asuntos Político-Militares Administrativos a las personas que sean nacionales norteamericanos o habitualmente residentes en los Estados Unidos de América y que no sean residentes en España y cuya presencia en España haya sido autorizada por las Autoridades españolas únicamente con el propósito de ejecutar un contrato con los Estados Unidos de América en beneficio de las Fuerzas Armadas de los Estados Unidos de América y de las Fuerzas Armadas Españolas en el ejercicio de las funciones autorizadas de acuerdo con los Artículos 14 y 15 de este Convenio.

16.2 Las personas designadas por las Autoridades Militares de los Estados Unidos de América, según se establece en el párrafo anterior, gozarán durante su permanencia temporal en España del mismo tratamiento que los miembros del elemento civil de acuerdo con las siguientes disposiciones:

16.2.1 Previa autorización por las Autoridades de los Estados Unidos de América, utilización de las facilidades postales a que se refiere el Artículo 21 y de las Organizaciones a que se refiere el Artículo 19 de este Convenio.

16.2.2 La exención de impuestos y derechos prevista en el Artículo - 10.1 y Artículo 12.1 y el derecho a poseer y mantener en cualquier momento un solo vehículo automóvil importado de acuerdo con la excepción establecida en el Artículo 12.2 y

16.2.3 Los procedimientos de documentación previstos en los Artículos 2.2 y 2.3 de este Convenio.

16.3 Los períodos en que dichas personas se encuentren en España únicamente en los términos descritos en este Artículo 16.1 no se considerarán como períodos de residencia legal o domicilio en España a los efectos de imposición fiscal bajo la legislación española.

16.4 Las personas citadas en el Artículo 16.1 cesarán en el disfrute de los beneficios concedidos en este Artículo:

16.4.1 Si las Autoridades Militares de los Estados Unidos de América retiran la designación aludida en dicho Artículo 16.1.

16.4.2 Si por cualquier causa adquieren la residencia habitual en España, o

16.4.3 Si las Autoridades españolas retiran la autorización para su permanencia en España.

ARTICULO 17

IMPORTACIONES DE LOS CONTRATISTAS

17.1 Los efectos importados libres de derechos o adquiridos en España por contratistas de los Estados Unidos de América, según lo previsto en el Artículo 11.3 de este Convenio, no podrán, mientras estén en España, ser transferidos, vendidos, donados, cedidos, alquilados o hipotecados a otras personas o entidades en España que no sean las Fuerzas de los Estados Unidos de América, ni tampoco podrán ser usados para otros fines que no sea el ejercicio de las funciones autorizadas en el Convenio Complementario 2 y sus Anejos, a no ser que tales transacciones o usos sean autorizados previamente por las Autoridades españolas competentes. Sin embargo, un contratista de los Estados Unidos de América puede poner temporalmente a disposición del subcontratista que actúe en nombre y por cuenta de dicho contratista los efectos importados o adquiridos en España libres de derechos e impuestos con el fin exclusivo de ejecutar los contratos con las Fuerzas de los Estados Unidos de América.

17.2 Las Autoridades Militares de los Estados Unidos de América incluirán, en los contratos que se beneficien de las previsiones del Artículo 11.3 de este Convenio, una cláusula que disponga el establecimiento de un fondo de garantía para el caso en que el uso de los materiales o equipo descritos en este Artículo no haya sido debidamente justificado o no hayan sido exportados o su régimen no haya sido debidamente cancelado de acuerdo con la legislación española. Este fondo de garantía se proveerá mediante la retención de una parte de los pagos contratados, requiriendo al contratista una garantía bancaria española, o por otros medios idóneos. La cuantía del fondo de garantía se especificará en cada contrato y será lo suficientemente amplia para cubrir cualquier probable responsabilidad o pago al Ministerio de Hacienda

español a cargo de los contratistas, hasta el cinco por ciento del valor total del contrato. Este fondo de garantía no será entregado al contratista sin la aprobación del Director General de Aduanas e Impuestos Especiales.

ARTICULO 18

SEGURO DE CONTRATISTAS

18.1 El Gobierno de los Estados Unidos de América tomará las medidas necesarias para que se concierten los oportunos contratos de seguro que cubran las responsabilidades civiles en que puedan incurrir en territorio español, por acciones u omisiones realizadas en el desempeño de funciones oficiales, los empleados de contratistas y subcontratistas de las Fuerzas de los Estados Unidos de América o aquellos miembros del elemento civil a los cuales no sean de aplicación las disposiciones contenidas en el Artículo VIII del Convenio sobre el Estatuto de Fuerzas.

18.2 Las pólizas de seguro objeto de este Artículo serán contratadas con compañías españolas o norteamericanas autorizadas legalmente para efectuar este tipo de actividades en España y contendrán:

18.2.1 Disposiciones estableciendo la sumisión al Derecho y la jurisdicción españoles respecto de cualquier problema referente a la interpretación o aplicación de las cláusulas y condiciones de la póliza.

18.2.2 Disposiciones por las que la compañía aseguradora, como subrogada de la entidad aseguradora, atienda y asuma, respecto de cualquier persona perjudicada, las consecuencias legales que se deriven de los daños producidos.

18.3 Estas pólizas que estarán sometidas a la aprobación previa del Comité Conjunto para Asuntos Político-Militares Administrativos no contendrán:

18.3.1 Ninguna disposición de franquicia o limitación similar.

18.3.2 Ninguna disposición que requiera la sumisión a cualquier tipo de arbitraje.

18.4 Antes de la iniciación de la obra por el contratista o subcontratista, las Autoridades Militares de los Estados Unidos de América transmitirán al Comité Conjunto para Asuntos Político-Militares Administrativos un documento expedido por la compañía aseguradora certificando la cobertura de seguro de las responsabilidades civiles a que se refiere el Artículo 18.1 por una cuantía considerada suficiente por el Comité Conjunto para Asuntos Político-Militares Administrativos para esta clase de contratos.

18.5 Las Autoridades Militares de los Estados Unidos de América, al tener noticia de un hecho que cause daños a personas o bienes que puedan — originar reclamaciones de acuerdo con la póliza de seguro objeto de este Convenio, transmitirán al Comité Conjunto para Asuntos Político-Militares Administrativos un breve informe sobre el incidente, haciendo constar la fecha, lugar, partes interesadas y nombres de la compañía aseguradora correspondiente. Para facilitar el trámite de las reclamaciones, dichas Autoridades proporcionarán una copia de este informe a las personas que aleguen sufrir daños a personas o bienes.

ARTICULO 19

ACTIVIDADES DE BIENESTAR Y RECREO

19.1 Los economatos, cantinas, centros sociales y recreativos establecidos en España por las Fuerzas de los Estados Unidos de América para el uso exclusivo de los miembros de la fuerza, del elemento civil y de las personas a cargo, estarán exentos de cualquier impuesto o carga español.

19.2 Según las condiciones de este Artículo 19.1, las organizaciones en él enumeradas podrán:

19.2.1 Importar libres de derechos españoles cantidades razonables de provisiones y otras mercancías.

19.2.2 Adquirir provisiones y otras mercancías en el mercado interior español con el beneficio del régimen fiscal previsto en el Artículo 11.1 del presente Convenio.

19.2.3 Vender las provisiones y demás mercancías así importadas o adquiridas con exención de cualquier impuesto, derecho o carga español.

19.2.4 Exportar a las entidades gubernamentales de los Estados Unidos de América con exención de derechos españoles las referidas provisiones y demás mercancías.

19.3 En relación con las organizaciones referidas en este Artículo 19.1, el Comité Conjunto para Asuntos Político-Militares Administrativos adoptará las medidas apropiadas para impedir la venta de las provisiones y demás mercancías importadas o adquiridas en el mercado interior a personas distintas de las enumeradas en este Artículo 19.1.

19.4 Las Autoridades aduaneras españolas, previa recomendación del Comité Conjunto para Asuntos Político-Militares Administrativos, podrán establecer cuotas de venta de bebidas alcohólicas, tabaco y artículos de valor significativo, tales como electrodomésticos, aparatos de reproducción de imagen y sonido y equipos fotográficos.

19.5 Los artículos adquiridos por los miembros de la fuerza, del elemento civil, o por las personas a cargo en las organizaciones descritas en este Artículo 19.1 no podrán ser transferidas a personas distintas de las enumeradas en el mismo.

19.6 Los mandos españoles de las Bases y los jefes de las Fuerzas de los Estados Unidos de América velarán por el cumplimiento de las normas contenidas en este Artículo y otorgarán toda su cooperación a las Autoridades españolas del Ministerio de Hacienda en las inspecciones de las organizaciones descritas en este Artículo 19.1 y en la investigación de los abusos en materia aduanera y fiscal. En los casos en que se descubra una infracción las Autoridades Militares de los Estados Unidos de América prestarán toda la asistencia posible a dichas Autoridades españolas para el cobro de los correspondientes derechos y multas.

ARTICULO 20

VEHICULOS AUTOMOVILES PRIVADOS

20.1 Los vehículos automóviles propiedad particular de los miembros de la fuerza, del elemento civil y de las personas a cargo permanentemente destinados en España se matricularán de acuerdo con las siguientes disposiciones:

20.2 Las solicitudes de despacho de Aduanas de estos vehículos se dirigirán a las Autoridades aduaneras del puerto de entrada que prepararán una licencia que será expedida inmediatamente a la llegada del vehículo. Esta licencia será expedida libre de derechos, gravámenes, o cargas y tendrá validez mientras el vehículo permanezca matriculado a nombre de una persona de las referidas en este Artículo 20.1.

20.3 Las solicitudes de matriculación serán remitidas por el Grupo Militar Conjunto de los Estados Unidos de América en España (JUSMG) directamente a la correspondiente Jefatura Provincial de Tráfico. La Jefatura de Tráfico aprobará las solicitudes de matriculación, confirmará el número de matrícula y expedirá el permiso de circulación, que constituirá la autorización para circular por España del vehículo de referencia. Esta matriculación será realizada libre de derechos, gravámenes o cargas, salvo un gravámen reducido para cubrir los gastos administrativos. La matriculación así efectuada tendrá validez durante el tiempo de destino oficial del solicitante en España.

20.4 Las autoridades de los Estados Unidos de América inspeccionarán los vehículos comprendidos en este Artículo para verificar su adecuación a las normas de seguridad establecidas por el Comité Conjunto para Asuntos Político-Militares Administrativos.

20.5 El Grupo Militar Conjunto de los Estados Unidos de América en España (JUSMG) será responsable del control administrativo de los números de matriculación expedidos. Si el propietario de un vehículo matriculado de conformidad con este Artículo 20.3 perdiera su estatuto según el Convenio sobre el Estatuto de Fuerzas y este Convenio, el Grupo Militar Conjunto de los Estados Unidos de América en España (JUSMG) lo notificará al Director General de Aduanas e Impuestos Especiales y a la Jefatura Central de Tráfico del Ministerio del Interior.

ARTICULO 21

ESTAFETAS MILITARES

21.1 Los Estados Unidos de América podrán establecer, mantener y utilizar dentro de las instalaciones utilizadas y mantenidas por las Fuerzas de los Estados Unidos de América en las Bases militares españolas estafetas

militares para el uso de los miembros de la fuerza o del elemento civil y de las personas a cargo en los envíos de correo entre tales estafetas en España y entre dichas estafetas y otras de los Estados Unidos de América.

21.2 Este correo podrá ser transportado dentro del territorio español en sacas precintadas siempre que cumplan con las normas de identificación aprobadas por el Comité Conjunto para Asuntos Político-Militares Administrativos.

21.3 Los paquetes postales de carácter privado estarán sujetos a inspección por las autoridades aduaneras españolas. Dichas inspecciones se realizarán en las estafetas militares de los Estados Unidos de América de forma que se evite el deterioro del contenido de los paquetes y el retraso de entrega del correo.

ARTICULO 22

RESOLUCION DE CONTROVERSIAS Y APLICACION

22.1 Ambos Gobiernos tratarán de resolver mediante acuerdo mutuo cualquier dificultad o duda sobre la interpretación o aplicación de las disposiciones contenidas en este Convenio Complementario.

22.2 Cada Gobierno adoptará las medidas necesarias para la puesta en práctica de las disposiciones contenidas en este Convenio Complementario.

ARTICULO 23

ENTRADA EN VIGOR

El presente Convenio Complementario, juntamente con sus Anejos, entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

POR EL REINO DE ESPAÑA

J. P. R. Ubra.

CONVENIO COMPLEMENTARIO CINCO

ESTATUTO DE LAS FUERZAS ARMADAS DE LOS ESTADOS UNIDOS DE AMERICA

EN ESPAÑA

ANEJO 1. SERVICIOS MEDICOS

1. A los fines de este Anejo, el término "personal médico" se aplica a los médicos, cirujanos, especialistas, dentistas, enfermeras y otros miembros de la fuerza o del elemento civil que desempeñan servicios médicos, así como a otros médicos de nacionalidad de los Estados Unidos de América, o normalmente residentes en los Estados Unidos de América, empleados o contratados en casos excepcionales por las Fuerzas de los Estados Unidos de América.

2. Las Autoridades Militares de los Estados Unidos de América están autorizadas a mantener los hospitales y centros de sanidad existentes en territorio español como instalaciones de apoyo en las Bases y establecimientos.

3. Para la prestación de la asistencia y funciones a que se refiere el Artículo 5 de este Anejo, el personal médico podrá desempeñar en España servicios de iguales características que los que esté autorizado a realizar en los hospitales y centros de sanidad de los Estados Unidos de América, sin necesidad de previo examen o convalidación de su título profesional por las Autoridades españolas, pero teniendo en cuenta que no podrá realizar las prácticas médicas penadas por el Derecho español.

4. El personal beneficiario del servicio médico en los hospitales y centros de sanidad de los Estados Unidos de América en España comprenderá las siguientes categorías:

a) Miembros de las Fuerzas Armadas de los Estados Unidos de América, empleados civiles de éstas y personas a cargo de unos y otros.

b) Funcionarios del Gobierno de los Estados Unidos de América en misión oficial en España y personas a cargo.

c) Aquellas otras personas que sean individualmente autorizadas por el Comité Conjunto para Asuntos Político-Militares Administrativos.

d) Cualquier otro persona en caso de emergencia.

5. El personal médico prestará normalmente sus servicios en los hospitales y centros médicos de las Fuerzas de los Estados Unidos de América en España, pero podrá asistir al personal beneficiario en cualquier lugar o instalación en que éste pueda hallarse. Si dichas personas se encontrarán en un hospital o centro médico español, la mencionada asistencia se efectuará, en su caso, siempre de acuerdo con la Dirección del establecimiento.

6. Ningún miembro del personal médico practicará la medicina en territorio español, excepto en las condiciones previstas en este Anejo.

7. Los nacimientos que fuesen atendidos por médicos pertenecientes al personal médico a que se refiere esto Anejo serán objeto de certificación y registro de acuerdo con el Derecho español. Los certificados y demás documentos, expedidos por dichos médicos de los Estados Unidos de América, tendrán a este fin los mismos efectos legales que los expedidos en casos similares por los médicos españoles.

8. Las autoridades militares de los Estados Unidos de América tendrán especial cuidado en evitar que se propaguen en España enfermedades contagiosas. Los pacientes que sufran enfermedades contagiosas o infecciosas serán tratados, aislados o transportados fuera del territorio español, de acuerdo con las disposiciones y reglamentos de España y de los Estados Unidos de América. Los Mandos militares de las Fuerzas de los Estados Unidos de América serán informados a través del Comité Conjunto para Asuntos Político-Militares Administrativos de las disposiciones sanitarias de general aplicación en todo el territorio nacional dictadas por las Autoridades españolas, con objeto de que se adopten las medidas adecuadas para cumplir dichas disposiciones.

9. Los restos mortales de los miembros de la fuerza, del componente civil y de las personas a cargo que fallezcan en territorio español podrán ser reclamados, examinados "post-mortem", embalsamados y transportados fuera del territorio español previa autorización de las Autoridades competentes españolas. Cuando el fallecimiento tenga lugar fuera de un hospital o centro médico de los Estados Unidos de América, los restos mortales de dichas personas serán entregados sin ser sometidos a procedimiento de conservación alguno en las primeras 48 horas, previa autorización de la Delegación Territorial de Sanidad, a la custodia de las Autoridades Militares de los Estados Unidos de América que se harán cargo de los mismos, realizando su traslado mediante un

vehículo adecuado y en un contenedor, de características aprobadas por las Autoridades sanitarias españolas. Los certificados de defunción y demás documentos preceptivos serán extendidos según el derecho español por el médico español o norteamericano que dé fe del fallecimiento. Las Autoridades españolas tendrán acceso a cualquier documento o trámite necesario para el cumplimiento de las disposiciones legales establecidas en esta materia por el Derecho español. La entrega de los restos mortales y examen "post mortem" quedarán, en todo caso, supeditados a la autorización judicial correspondiente si el cadáver estuviera a la disposición de algún juzgado para la práctica de alguna diligencia judicial.

10. Cuando graves circunstancias lo aconsejen, y a petición de las Autoridades españolas, los hospitales y centros de sanidad de las Fuerzas de los Estados Unidos de América podrán ser utilizados, en tanto sea posible, para atender las necesidades españolas. En caso de catástrofe que afecte colectivamente a un gran número de personas queda prevista la prestación de asistencia recíproca.

CONVENIO COMPLEMENTARIO CINCO

ESTATUTO DE LAS FUERZAS ARMADAS DE LOS ESTADOS UNIDOS DE AMERICA EN ESPAÑA

ANEJO 2. ASUNTOS LABORALES

PREAMBULO

A fín de desarrollar el Convenio Complementario 5, los Gobiernos de los Estados Unidos de América y de España han convenido lo siguiente:

ARTICULO 1. EMPLEO ESPAÑOL

1.1 Las necesidades de personal laboral local en las instalaciones de apoyo en España serán atendidas por el Gobierno español a través del Ministerio de Defensa.

1.2 Se establecerán por cada instalación o actividad dos plantillas de puestos de trabajo, una para el personal laboral local y otra para el personal norteamericano que reflejen la situación actual. La proporcionalidad que representen una y otra deberá mantenerse sin que los respectivos porcentajes de participación puedan oscilar por encima del tres por ciento. Cualquier modificación a esta proporcionalidad deberá hacerse mediante acuerdo del Comité Conjunto para Asuntos Político-Militares Administrativos.

1.3 Las Fuerzas de los Estados Unidos de América podrán organizar programas de verano de empleos para jóvenes, totalmente independientes de las plantillas de puesto de trabajo sin que afecten ni a estas plantillas ni a la proporcionalidad.

1.4 Las plantillas del personal laboral local se confeccionarán de acuerdo con las categorías laborales establecidas en las normas españolas con los subgrupos necesarios para cubrir los distintos niveles previstos en las normas norte americanas.

1.5 Con excepción de los "nacionales de terceros países" que, mediante acuerdos anteriores, se encuentren contratados actualmente, no se contratarán en las instalaciones de apoyo, servicios laborales de "nacionales de terceros países", a menos que no exista personal español calificado disponible.

ARTICULO 2. NORMAS ESPAÑOLAS

2.1 La relación laboral del personal local se constituye con la Administración Militar Española.

2.2 La Reglamentación de Trabajo aplicable al personal civil no funcionario de la Administración Militar Española, en lo sucesivo denominada "Reglamentación Española", regulará los términos y condiciones de empleo del personal laboral local, de conformidad con las disposiciones de este Anejo.

ARTICULO 3 SERVICIOS Y OFICINAS DE LA ADMINISTRACION MILITAR ESPAÑOLA

La contratación de este personal laboral local se realizará por la Administración Militar Española, que establecerá los servicios y oficinas necesarios para hacer frente a las necesidades cambiantes de tal relación laboral, especialmente en lo referente a la organización de las convocatorias de plazas, la presentación de los candidatos, la firma de los contratos y el pago de salarios.

ARTICULO 4 RESPONSABILIDADES DE LA ADMINISTRACION MILITAR ESPAÑOLA

La Administración Militar Española será responsable de:

4.1 La convocatoria y presentación a las Fuerzas de los Estados Unidos de América de las personas cualificadas para su nombramiento, a requerimiento de las Fuerzas de los Estados Unidos de América. Para ayudar a las Fuerzas de los Estados Unidos de América en la selección de personal, se presentará por cada vacante un número suficiente de candidatos cualificados para cubrir las necesidades de dichas Fuerzas.

4.2 El control, a través de la Sección Laboral del correspondiente Cuartel General, de la aplicación y cumplimiento de las disposiciones legales en el campo laboral, de la higiene y seguridad en el trabajo.

4.3 El ejercicio de las acciones disciplinarias, a iniciativa de las Fuerzas de los Estados Unidos de América, de acuerdo con la reglamentación española.

4.4 El pago al personal laboral local, según nóminas preparadas por las Fuerzas de los Estados Unidos de América, de los salarios, jornales, y cualquier otro emolumento al que tengan derecho. La Administración Militar Española informará a las Fuerzas de los Estados Unidos de América de todas las deducciones o retenciones exigidas por la legislación española, que se reflejarán en dichas nóminas.

4.5 El Mando de la Base o establecimiento, actuando como Jefe de Establecimiento a efectos de la legislación laboral española, tendrá — acceso a la documentación relacionada con el empleo del personal laboral local y podrá realizar la inspección respecto de la efectiva ocupación de las plantillas de dicho personal, de acuerdo con las normas del presente Anejo.

ARTICULO 5 RESPONSABILIDADES DE LAS FUERZAS DE LOS ESTADOS UNIDOS DE AMERICA

Para garantizar la mayor eficacia en la relación laboral y en su calidad de beneficiarios de los servicios del personal laboral local, las Fuerzas de los Estados Unidos de América ejercerán los siguientes derechos y responsabilidades:

5.1 Determinar, de acuerdo con sus necesidades, las plantillas y requisitos de cualificación de los puestos que deban ser cubiertos por el personal laboral local, y establecer el nivel de retribución, incluyendo primas y beneficios adicionales, así como transmitir dichas determinaciones a la — Administración Militar Española. El nivel de retribución de un puesto no será inferior al establecido para dicho puesto por la Reglamentación española.

5.2 Efectuar la selección para su nombramiento como personal laboral local, en régimen interino, eventual o fijo, según se definen en la Reglamentación española, entre las personas presentadas por la Administración Militar Española. Las Fuerzas de los Estados Unidos de América, con carácter excepcional, podrán reclutar directamente y seleccionar personas para su nombramiento en los puestos que tengan carácter técnico o requisitos especializados y, en coordinación con la Administración Militar Española, en los puestos de categorías en las que haya escasez de personal idóneo. Las personas directamente reclutadas por las Fuerzas de los Estados Unidos de América deberán reunir las condiciones exigidas para el personal civil no funcionario de la Administración Militar Española. Cualquier persona cuyo previo empleo por las Fuerzas de los Estados Unidos de América hubiese terminado por causas ajenas a su voluntad, que no fuera el justo despido, tendrá consideración preferente para la selección.

5.3 Notificar la selección de personal a la Administración Militar Española y solicitar la contratación y relación de las personas que hayan sido seleccionadas por las Fuerzas de los Estados Unidos de América.

5.4 Determinar, de acuerdo con la Reglamentación española, los traslados, ascensos y terminaciones de utilización de servicios notificando todo ello a la Administración Militar Española.

5.5 Proponer acción disciplinaria al Mando de la Base o establecimiento, en su condición de Jefe de Establecimiento conforme a la Reglamentación española, que prestará la máxima atención a dicha propuesta y a la imposición inmediata de la sanción correspondiente a las faltas leves previstas en dicha Reglamentación, que tendrá carácter ejecutivo, sin perjuicio de la resolución definitiva que sobre dicha falta pudiera recaer si fuera objeto de recurso.

5.6 Promover la acción disciplinaria por faltas que no tengan la consideración de leves en la Reglamentación española; colaborar en las diligencias preliminares para comprobar los hechos, y transmitir su informe a la Administración Militar Española. Dicho informe podrá contener la correspondiente propuesta de sanción.

5.7 Organizar el trabajo del personal laboral local, a fin de atender las necesidades del servicio con la mayor eficacia, especificando los horarios de trabajo y los períodos de vacaciones. En ningún caso, los períodos de vacaciones podrán ser inferiores a los mínimos señalados por la Reglamentación española.

5.8 Adoptar las medidas pertinentes para la preparación y formación profesional del personal laboral local, incluída la participación en programas de seguridad laboral cuando así se estime conveniente.

5.9 Confeccionar las nóminas del personal laboral local y presentarlas en su momento oportuno a la Administración Militar Española.

5.10 Poner a la disposición de la Administración Militar Española los fondos necesarios para atender a los pagos al personal laboral local de las remuneraciones a que se refiere el Artículo 4.4, y de las indemnizaciones legalmente reconocidas, así como aquellos gastos administrativos que se ocasionen y sean convenidos por el Comité Conjunto para Asuntos Político-Militares Administrativos.

ARTICULO 6 REDUCCIONES DE PLANTILLA

6.1 Cuando sea necesario reducir el número del personal laboral local, las Fuerzas de los Estados Unidos de América lo harán saber a la Administración Militar Española, al menos veinticinco días naturales antes de la notificación del despido a los empleados afectados por la reducción, a menos que ésta sea consecuencia de medidas del Gobierno español. Tal notificación incluirá el motivo de la reducción de la plantilla que podrá ser objeto de consultas en el Comité Conjunto para Asuntos Político-Militares Administrativos, y una estimación de cómo dicha reducción afectará a las dos plantillas establecidas por el Artículo 1.2. Las funciones asignadas al puesto de trabajo de carácter permanente en jornada completa que se suprima, como consecuencia de una reducción de plantilla, no se podrán asumir por personal español o norteamericano que no estuviera en plantilla antes de que se haya llegado al convenio o reducción de plantilla.

6.2 El aviso de reducción de plantilla dado al personal laboral local marcará una fecha de terminación del empleo de al menos treinta días naturales desde la fecha de entrega del aviso.

6.3 El personal laboral local, cuya relación laboral haya terminado como consecuencia de una reducción de plantilla, tendrá derecho a una indemnización de despido de acuerdo con la legislación española.

6.4 Con el fin de determinar la indemnización por despido mencionada en el Artículo 6.3, solamente será computado el empleo permanente por las Fuerzas de los Estados Unidos de América con anterioridad a la fecha de 1 de abril de 1973, en el caso de que no se hubiera concedido anteriormente indemnización por despido, así como los servicios prestados como parsonal laboral local. Esta disposición no incluirá los servicios prestados con anterioridad al 26 de septiembre de 1970 por trabajadores que, aunque hubieren estado empleados por las Fuerzas de los Estados Unidos de América durante el período de prestación de tales servicios, no estuvieren así empleados el 25 de septiembre de 1970

6.5 Las normas y procedimientos de este Artículo se aplicarán en el caso de cese del personal laboral local por expiración del Convenio de Amistad, Defensa y Cooperación.

ARTICULO 7 RESOLUCION DE RECLAMACIONES

Sin perjuicio de lo dispuesto en el Artículo 9 de este Anejo, corresponde a la Administración Militar Española resolver cualquier reclamación presentada por el personal laboral local, con arreglo a procedimiento previsto en la legislación española. Las resoluciones definitivas de la Administración Militar Española se comunicarán a las Autoridades de los Estados Unidos de América para su ejecución a través del Comité Conjunto para Asuntos Político-Militares Administrativos.

ARTICULO 8 EXCLUSIONES DE LA DEFINICION DE PERSONAL LABORAL LOCAL

8.1 Las disposiciones de este Anejo no se aplicarán a:

8.1.1 Las funciones o actividades de la Embajada de los Estados Unidos de América, la Agencia de Comunicación Internacional de los Estados Unidos de América, la Oficina del Agregado de Defensa de los Estados Unidos de América, el Grupo Consultivo de Ayuda Militar (MAAG), el Grupo Militar Conjunto de los Estados Unidos de América (JUSMG), ni a las Oficinas de Enlace de las Fuerzas de los Estados Unidos de América en España.

8.1.2 Los empleados de contratistas o de concesionarios que efectúen trabajos en España para las Fuerzas de los Estados Unidos de América.

8.1.3 Los empleados contratados privadamente por miembros de la fuerza, del elemento civil, y personas a cargo.

8.2 Los empleados mencionados en el Artículo 8.1.2, salvo los que sean empleados de contratistas norteamericanos y que tengan la nacionalidad de los Estados Unidos de América o la condición jurídica de residentes en dicho país, y los empleados mencionados en el Artículo 8.1.3 quedarán plenamente sujetos a la legislación laboral española. No obstante, el Gobierno de los Estados Unidos de América, sus Fuerzas Armadas, sus organizaciones, unidades, agencias, dependencias y los miembros de tales Fuerzas no estarán sujetos a procedimiento ante los Tribunales españoles promovidos por los empleados mencionados en el Artículo 8.1.2, ni tampoco el Gobierno de los Estados Unidos de América, sus Fuerzas Armadas, sus organizaciones, unidades, agencias, dependencias, estarán

sujetos a procedimientos ante los Tribunales españoles promovidos por los empleados mencionados en el Artículo 8.1.3, en base a demandas derivadas del empleo de tales personas.

8.3 El Gobierno de los Estados Unidos de América, sus Fuerzas Armadas, sus organizaciones, unidades, agencias o dependencias y los miembros de tales Fuerzas no estarán sujetos a procedimientos ante los Tribunales españoles promovidos por el personal laboral local o por cualquier persona que previamente hubiese estado empleada por las Fuerzas de los Estados Unidos de América en base a demandas derivadas de su empleo o de la utilización de sus servicios de acuerdo con las disposiciones de este Anejo.

8.4 En razón a la naturaleza y circunstancias de la relación laboral entre el personal laboral local y las Fuerzas de los Estados Unidos de América, estas Fuerzas quedarán exentas de la contribución al Fondo de Garantía Salarial, previsto en la legislación española.

ARTICULO 9 FUNCIONES DEL COMITE CONJUNTO PARA ASUNTOS POLITICO-MILITARES ADMINISTRATIVOS

Por lo que se refiere a la relación laboral objeto de este Anejo, el Comité Conjunto para Asuntos Político-Militares Administrativos ejercerá las siguientes funciones:

9.1 Proponer al Gobierno español las normas que estime pertinentes para adaptar la Reglamentación española y sus normas complementarias a las condiciones de empleo peculiares del personal laboral local. Dichas normas serán lo suficientemente precisas para garantizar la participación de los Estados Unidos de América en los expedientes laborales de imposición de sanciones disciplinarias al personal laboral local.

9.2 Celebrar consultas e informar a las Autoridades Militares Españolas, con anterioridad al momento de adoptarse decisiones administrativas españolas, acerca de las reclamaciones pecuniarias y administrativas que afecten al personal laboral local procedentes de la utilización de sus servicios por las Fuerzas de los Estados Unidos de América.

9.3 Efectuar consultas y llegar a acuerdos sobre las consecuencias para ambos Gobiernos de las decisiones definitivas de las Autoridades administrativas y judiciales españolas referentes a las reclamaciones mencionadas en el Artículo 9.2 de este Anejo. Dichas consecuencias podrán incluir el reparto entre España y los Estados Unidos de América del pago de cantidades dimanantes de fallos en materia pecuniaria, y la adecuada resolución de cuestiones relacionadas con la ulterior utilización por las Fuerzas de los Estados Unidos de América de los servicios del personal laboral local afectado por tales decisiones.

CONVENIO COMPLEMENTARIO SEIS

ESTATUTO DE LAS FUERZAS ARMADAS DE ESPAÑA

EN LOS ESTADOS UNIDOS DE AMERICA

PREAMBULO

Con el propósito de complementar el "Convenio entre las Partes en el Tratado del Atlántico Norte relativo al Estatuto de sus Fuerzas", firmado en Londres el 19 de Junio de 1951 (en adelante "Convenio sobre el Estatuto de Fuerzas"), los Gobiernos de los Estados Unidos de América y de España han acordado lo siguiente en relación con las Fuerzas Armadas de España en los Estados Unidos de América:

ARTICULO 1

DEFINICIONES

1.1 El término "personas a cargo", definido en el Artículo I, 1, c) del Convenio sobre el Estatuto de Fuerzas, incluirá a los efectos de este Convenio Complementario a los padres de un miembro de la fuerza o del elemento civil o de su cónyuge que dependan, económicamente o por razones de salud, de dicho miembro, que convivan con él y que se encuentren en los Estados Unidos de América con el consentimiento de las Autoridades Militares Españolas y con la autorización de los Estados Unidos de América.

Por acuerdo de ambos Gobiernos, otros miembros de la familia podrán ser también considerados personas a cargo, si concurren especiales circunstancias.

1.2 La definición del término "derechos" contenida en el Artículo XI, 12 del Convenio sobre el Estatuto de Fuerzas, será aplicable en todos los casos en que se utilice este término en este Convenio en relación con una importación o exportación.

ARTICULO 2

ENTRADA Y SALIDA

2.1 De conformidad con las prácticas habituales y salvo que se acuerde otra cosa, el Gobierno de los Estados Unidos de América renuncia a su derecho reconocido en el Artículo 3.2 b) del Convenio sobre el Estatuto de Fuerzas de exigir el refrendo de las órdenes de destino.

2.2 Los miembros de la fuerza estarán exceptuados del registro y control de extranjeros. Los miembros del elemento civil y las personas a cargo de los miembros de la fuerza y del elemento civil estarán solamente sujetas a los controles derivados de las leyes de inmigración de los Estados Unidos de América.

ARTICULO 3

PERMISOS DE CONDUCIR

3.1 De conformidad con el Artículo IV del Convenio sobre el Estatuto de Fuerzas y según lo previsto en el Artículo 24 del Convenio de Ginebra sobre tráfico por carretera de 19 de septiembre de 1949, las Autoridades de los Estados Unidos de América a) aceptarán como válido, sin examen ni pago de derechos, el permiso o licencia de conducir otorgado por las Autoridades competentes de España a un miembro de la fuerza, del elemento civil o a una persona a cargo, o bien b) expedirán un permiso o licencia de conducir a un miembro de la fuerza o del elemento civil que se halle en posesión de un permiso o licencia de conducir expedido por las Autoridades españolas, sin exigirle examen.

3.2 Para facilitar la aplicación de estos acuerdos, el JUSMG/MAAG expedirá la documentación adecuada para acreditar la situación individual en relación con los derechos especificados en este Artículo.

3.3 El uso en los Estados Unidos de América de la licencia o permiso a que se refiere este Artículo estará sujeto a la suspensión temporal o definitiva que pueda ser decidida por el Gobierno de los Estados Unidos de América o sus autoridades judiciales o administrativas, según las leyes aplicables, como consecuencia de infracciones de tráfico cometidas por sus titulares.

ARTICULO 4

JURISDICCION PENAL

4. En relación con lo establecido en el Artículo VII del Convenio sobre el Estatuto de Fuerzas, y con el único propósito de determinar si un acto u omisión es punible según la legislación militar española o según la legislación de los Estados Unidos de América o según ambas, la interpretación de la ley militar española hecha por las autoridades españolas será aceptada por el Gobierno de los Estados Unidos de América y la inter—

pretación de la Ley de los Estados Unidos de América hecha por las autoridades de los Estados Unidos de América será aceptada por las autoridades españolas.

ARTICULO 5

CERTIFICADOS DE ACTO DE SERVICIO

5. A los fines del Artículo VII, 3 a) del Convenio sobre el Estatuto de Fuerzas y al objeto de comprobar que un delito imputado está relacionado con una acción u omisión hecha en el cumplimiento de un acto de servicio, las Autoridades Militares Españolas expedirán un certificado que se entregará a las autoridades norteamericanas legalmente competentes. El certificado será aceptado como prueba suficiente de que el delito imputado tuvo su origen en un acto u omisión realizado en el cumplimiento de un acto de servicio, salvo que exista prueba en contrario. En el caso de que las Autoridades competentes tengan dudas respecto al certificado, éste será revisado, a petición de las Autoridades españolas, por representantes del Departamento de Estado y de la Embajada de España en Washington.

ARTICULO 6

PRIVACION DE LIBERTAD Y VISITAS

6.1 Las penas de privación de libertad impuestas por un tribunal, Federal o Estatal, de los Estados Unidos de América a miembros de la fuerza, del elemento civil, o a personas a cargo, se cumplirán en establecimientos penitenciarios de los Estados Unidos de América salvo acuerdo contrario. Dichas penas de privación de libertad podrán ser cumplidas en establecimientos penitenciarios españoles si así se autoriza por las Autoridades correspondientes de los Estados Unidos de América y lo permite la legislación de España y de los Estados Unidos de América. A petición del Gobierno español, los Gobiernos de los Estados Unidos de América y España establecerán consultas con las correspondientes Autoridades penitenciarias sobre la localización del establecimiento penal y otras cuestiones relacionadas con el cumplimiento de dicha pena.

6.2 El Gobierno de los Estados Unidos de América garantiza a las Autoridades españolas el derecho a visitar en cualquier momento a las perso—

nas citadas en el párrafo anterior y a facilitar la ayuda material que las autoridades españolas consideren apropiada, de acuerdo con lo establecido en las correspondientes leyes estatales y federales y las reglamentaciones penitenciarias.

ARTICULO 7

EXENCIONES DE IMPUESTOS A TITULO PERSONAL

7. En relación con el Artículo IX del Convenio sobre el Estatuto de Fuerzas, la adquisición de bienes o utilización de servicios en el mercado interior de los Estados Unidos de América por miembros de la fuerza, del elemento civil o por personas a cargo, para uso personal, estarán sujetos al pago del impuesto aplicable de los Estados Unidos de América. Los miembros de la fuerza y del elemento civil estarán exentos del pago de impuestos a los Estados Unidos de América o entidades locales por la propiedad y posesión de sus bienes muebles importados para su uso personal y exclusivo, en los Estados Unidos de América, de acuerdo con el Convenio sobre el Estatuto de Fuerzas.

ARTICULO 8

IMPORTACIONES Y EXPORTACIONES PERSONALES

8. En relación con el Artículo XI párrafos 5, 6 y 7 del Convenio sobre el Estatuto de Fuerzas y de acuerdo con la Legislación y Reglamentos de los Estados Unidos de América, el equipaje y enseres personales de los miembros de la Fuerza o del elemento civil o de sus familiares inmediatos y los efectos para uso personal y familiar de los miembros de la Fuerza o del elemento civil, podrán ser importados y poseídos en los Estados Unidos de América sin pago de derechos. Estos bienes, sin perjuicio de las exenciones contenidas en este Artículo, serán considerados como importación temporal. No podrán ser transferidos o cedidos a otras personas en los Estados Unidos de América que no estén autorizadas a importarlos en franquicia, a menos que esta transferencia o uso sea aprobado por las Autoridades competentes de los Estados Unidos de América. La exportación de dichos bienes estará exenta de derechos de los Estados Unidos de América.

ARTICULO 9

ACTIVIDADES DE BIENESTAR Y RECREATIVAS

9. El personal español a que se refiere el Artículo I del Convenio sobre el Estatuto de Fuerzas tendrá el derecho de utilizar los economatos militares, servicios médicos y organizaciones culturales y recreativas de las Fuerzas de los Estados Unidos de América en la forma otorgada al personal análogo de otros países que sean parte en el Tratado del Atlántico Norte.

ARTICULO 10

PERSONAL DE LA EMBAJADA

10. Además de los derechos previstos en los Artículos III y IX de este Convenio, los miembros de las Fuerzas Armadas Españolas que estén adscritos a la Embajada de España, como consecuencia de su destino oficial para funciones normalmente realizadas en la Embajada y con el consentimiento del Gobierno de los Estados Unidos de América, seguirán disfrutando de los privilegios e inmunidades a los que tienen derecho al amparo del Convenio de Viena sobre relaciones diplomáticas.

ARTICULO 11

RESOLUCION DE CONTROVERSIAS Y APLICACION

11.1 Los dos Gobiernos tratarán de resolver mediante acuerdo mutuo cualquier dificultad o duda sobre la interpretación o aplicación de las disposiciones contenidas en este Convenio Complementario.

11.2 Cada Gobierno adoptará las medidas necesarias para la puesta en práctica de las disposiciones contenidas en este Convenio Complementario.

ARTICULO 12

ENTRADA EN VIGOR

Este Convenio Complementario entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación. Una vez haya entrado en vigor, sus disposiciones serán aplicables a partir de la fecha en que España acceda al Convenio sobre el Estatuto de Fuerzas de la OTAN.

Hasta que las disposiciones de este Convenio Complementario sean aplicables seguirán en vigor las normas contenidas en el Canje de Notas de 25 de septiembre de 1970 relativo al Estatuto de los miembros de las Fuerzas Armadas de España en los Estados Unidos de América.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos - igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

POR EL REINO DE ESPAÑA

F. P. R. Abarca

CONVENIO COMPLEMENTARIO SIETE

COOPERACION CIENTIFICA, TECNOLOGICA, CULTURAL, EDUCATIVA Y ECONOMICA

ARTICULO 1

1.1 Los Gobiernos de los Estados Unidos de América y de España, en adelante "las Partes", conscientes de la importancia de la Cooperación Científica, Tecnológica, Cultural, Educativa y Económica para el fortalecimiento de la tradicional amistad y entendimiento entre sus pueblos, acuerdan ampliar la Cooperación en estos campos.

1.2 La Cooperación y las actividades en estos campos quedarán sujetas a la legislación nacional de las dos Partes, incluyendo la provisión anual de recursos.

ARTICULO 2

2.1 La Cooperación Científica y Tecnológica se llevará principalmente a cabo en aquellas áreas de la investigación aplicada y de la tecnología que tengan mayor relevancia para la modernización económica y el bienestar social de los pueblos de los Estados Unidos de América y de España.

2.2 La Cooperación Cultural y Educativa se dirigirá a fomentar el conocimiento mutuo de los logros de los Estados Unidos de América y de España en estas áreas.

2.3 La Cooperación Económica se orientará a los asuntos económicos de interés mutuo para ambos países.

2.4 Para la ejecución de este Convenio se creará un Comité Conjunto hispano-norteamericano para cada una de las áreas arriba citadas.

COOPERACION CIENTIFICA Y TECNOLOGICA

ARTICULO 3

En el contexto de la Cooperación Científica y Tecnológica las siguientes áreas serán objeto de especial consideración y actividad: Energía Nuclear y no Nuclear, Industrialización, Agricultura, Medio Ambiente, - Sanidad, Recursos naturales y aquellas otras áreas que mutuamente se acuerden.

ARTICULO 4

El planeamiento y ejecución de la Cooperación Científica y Tecnológica entre las dos Partes se basará en los siguientes principios:

a) Reciprocidad de intereses y beneficios globales de su Cooperación;

b) Selección de sectores específicos científicos y tecnológicos de mayor interés para los objetivos de este Convenio; y

c) Fomento de la cooperación entre Instituciones, Organismos y Departamentos de los dos países.

ARTICULO 5

La Cooperación Científica y Tecnológica bajo este Convenio puede — adoptar las siguientes formas:

a) Planeamiento conjunto o coordinado, mantenimiento o ejecución de proyectos y suministro de equipo;

b) Intercambio de información científica, académica y tecnológica;

c) Establecimiento, funcionamiento y utilización conjunta de las instalaciones científicas y técnicas relacionadas con los proyectos — cooperativos y actividades desarrolladas bajo este Convenio;

d) Intercambio de personal científico y técnico relacionado con los - proyectos cooperativos y actividades realizadas bajo este Convenio; y

e) Otras formas de cooperación científica y tecnológica que mutuamente se acuerden.

ARTICULO 6

Previa aprobación del Comité Conjunto para la Cooperación Científica y Tecnológica, las Instituciones, Organismos y Departamentos puedem establecer acuerdos específicos para la adecuada ejecución de los programas cooperativos en las áreas reseñadas en el Artículo 3, así como en aquellas otras áreas que puedan acordarse mutuamente.

ARTICULO 7

7.1 La Cooperación en ciencia y tecnología será coordinada a través del Comité Conjunto para la Cooperación Científica y Tecnológica. La Copresidencia del Comité Conjunto corresponderá al Departamento de Estado y al Ministerio de Asuntos Exteriores. Dicho Comité estará compuesto por los vocales designados por las Partes respectivas.

7.2 El Comité Conjunto será responsable de:

a) La definición de los programas de Cooperación Científica y Técnica entre los dos países;

b) La revisión de los programas, actividades y administración, incluyendo la preparación de un informe anual;

c) El seguimiento y evaluación de los proyectos, actividades y administración;

d) La recomendación a las Partes de las modificaciones, aplazamientos o finalización de los programas y proyectos; y

e) Cualquier otra función que se acuerde entre las Partes.

7.3 El Comité Conjunto contará con un Secretario Permanente que actuará igualmente como Secretario de la Sección española del Comité Conjunto.

7.4 El Comité Conjunto se reunirá, por lo menos, una vez al año alternativamente en los Estados Unidos de América y en España.

ARTICULO 8

8.1 La información científica y técnica de naturaleza no registrable resultante de las actividades de cooperación objeto de este Convenio, será suministrada a la comunidad científica mundial a través de las vías acostumbradas y de acuerdo con los procedimientos normales de las Partes.

8.2.1 Todas las cuestiones relativas a los derechos de patentes y a otros derechos de propiedad intelectual, que resulten de programas cooperativos realizados al amparo de este Convenio, se resolverán de acuerdo con lo previsto en los Acuerdos Ejecutivos que definan el programa cooperativo.

Cada Parte adquirirá por regla general tales derechos de propiedad en su propio país condicionado a una licencia no exclusiva e irrevocable de la otra Parte.

8.2.2 La distribución de los derechos de patentes y de propiedad intelectual en terceros países se acordará conforme a una base equitativa en los Acuerdos Ejecutivos a que se hace referencia en el apartado anterior.

COOPERACION CULTURAL Y EDUCATIVA

ARTICULO 9

En el contexto de la Cooperación Cultural y Educativa serán objeto de especial consideración:

a) El perfeccionamiento del sistema educativo español.

b) La dotación de documentación, equipos de material bibliográfico, didáctico y de investigación para Universidades españolas y otros Centros de Educación Superior e Investigación.

c) La ampliación de los intercambios en los sectores cultural y educativo.

d) Otros programas que puedan establecerse de mutuo acuerdo.

ARTICULO 10

Las Partes cooperarán en la intensificación y desarrollo de la investigación y en la formación y especialización del personal docente e investigador. A tal fin, así como para la realización de trabajos concretos de investigación, se concederán becas, bolsas de viaje y ayudas a nacionales e Instituciones de los dos países.

El mismo tipo de ayuda se concederá a nacionales de ambos países para el perfeccionamiento de su formación en el campo de las Bellas Artes.

ARTICULO 11

Las Partes favorecerán las relaciones y la cooperación entre Universidades e Instituciones de educación superior de los dos paises.

ARTICULO 12

Las Partes consideran como asunto de especial interés el incremento del conocimiento de sus lenguas respectivas mediante el fomento de las actividades por parte de las Instituciones y Organizaciones dedicadas a la enseñanza del español y del inglés en cada uno de los dos países.

A tal efecto, se fomentarán los intercambios de profesores de español y de inglés.

ARTICULO 13

Las Partes, deseosas de fomentar el mejor conocimiento recíproco de sus respectivas culturas, facilitarán los intercambios en este campo y, de manera particular, apoyarán la realización de actividades encaminadas a difundir la cultura española en los Estados Unidos de América y, al mismo tiempo, fomentarán la labor de Instituciones y Organizaciones dedicadas a actividades similares en España con respecto a la cultura de los Estados Unidos de América.

ARTICULO 14

Las Partes reconocen la importancia del Programa Fulbright-Hays para la promoción de los intercambios culturales y educativos entre los dos países. La Comisión de Intercambio Cultural entre los Estados Unidos de América y España y el Comité Conjunto para la Cooperación Cultural y Educativa coordinarán sus actividades en estos campos. Las Partes contribuirán regularmente a la financiación del Programa Fulbright-Hays.

ARTICULO 15

15.1 La Cooperación Cultural y Educativa se coordinará por el Comité Conjunto para la Cooperación Cultural y Educativa. La Copresidencia del Comité Conjunto corresponderá a la Agencia de Comunicación Internacional de los Estados Unidos de América y al Ministerio de Asuntos Exteriores. El Comité estará compuesto por los Vocales designados por las Partes.

15.2 Corresponderá al Comité Conjunto:

a) Establecer los programas de cooperación cultural-educativa y de intercambio de personas.

Igualmente, el Comité Conjunto examinará los programas de interés social que ambas Partes acuerden como mutuamente beneficiosos.

b) Elaborar y hacer públicas las convocatorias de dichos programas.

c) Seleccionar los proyectos que se presenten a las convocatorias a que se refiere el punto anterior y conceder las becas, ayudas y bolsas de viaje.

d) Revisar los programas, actividades y administración incluyendo la preparación de un informe anual.

e) Seguir y evaluar los programas, actividades y administración.

f) Recomendar a las Partes las modificaciones, aplazamientos o terminación de los programas.

15.3 El Comité Conjunto contará con un Secretario Permanente, que actuará igualmente como Secretario de la Sección española del Comité Conjunto.

15.4 El Comité se reunirá por lo menos una vez al año, en el lugar y fechas fijados de común acuerdo por las Partes.

ARTICULOS GENERALES SOBRE
COOPERACION CIENTIFICA, TECNOLOGICA, CULTURAL Y EDUCATIVA

ARTICULO 16

16.1 La financiación de la Cooperación Científica, Tecnológica, Cultural y Educativa será como sigue:

a) Programas conjuntamente financiados en los términos acordados por las Partes;

b) Programas en los que cada Departamento, Organismo o Institución asumirá en general los costos que correspondan a sus obligaciones; y

c) Programas que pueden ser financiados por Instituciones privadas o Fundaciones de uno o de ambos países como convenga.

16.2 Los Programas arriba mencionados bajo los apartados b) y c) pueden recibir igualmente recursos del Comité Conjunto correspondiente.

ARTICULO 17

Las Partes acuerdan la creación de una Secretaría Ejecutiva responsable de las funciones administrativas exigidas para la ejecución de este Convenio. La Secretaría tendrá su sede en Madrid, su Secretario Ejecutivo será nombrado por el Consejo Hispano-Norteamericano, y será dotada por los Comités Conjuntos de los fondos necesarios para su funcionamiento.

ARTICULO 18

Las Partes facilitarán, de acuerdo con la Ley, la entrada y salida de equipos y materiales que deban ser utilizados en las actividades de cooperación objeto de este Convenio, así como los efectos personales del personal relacionado con los programas de este Convenio y de las personas a su cargo.

ARTICULO 19

Nada de este Convenio impedirá o perjudicará la Cooperación Científica, Tecnológica, Cultural o Educativa que se realice al margen de los términos de este Convenio por Instituciones, Organismos o Departamentos de los Estados Unidos de América o de España, o por nacionales de uno de los dos países con los nacionales del otro o de terceros.

ARTICULO 20

Instituciones, Organismos o Departamentos de terceros países pueden participar en los programas o actividades de cooperación con la aprobación de las Partes.

ARTICULO 21

Los programas y actividades actualmente vigentes y establecidas por las autoridades competentes no se verán afectados por este Convenio. Sin embargo, podrán ser incluídos en este Convenio cuando ambas Partes así lo decidan.

COOPERACION ECONOMICA

ARTICULO 22

En sus relaciones económicas, las Partes se guiarán por el deseo común de promover el crecimiento económico, aumentar las oportunidades comerciales de forma equilibrada, y desarrollar otros aspectos de sus relaciones económicas que sean del mutuo interés de ambos países.

ARTICULO 23

Las Partes se esforzarán en adoptar medidas apropiadas para facilitar, de acuerdo con sus legislaciones nacionales, las inversiones directas de capital que las personas físicas y las personas jurídicas de la otra Parte puedan llevar a cabo en su territorio.

ARTICULO 24

24.1 Las Partes acuerdan establecer un sistema regular de consultas sobre materias económicas de interés común. Para este fin, se establece un Comité Económico Conjunto en el marco del Consejo Hispano-Norteamericano.

24.2 El Comité Económico Conjunto tendrá como funciones principales las siguientes:

a) Analizar las relaciones económicas bilaterales.

b) Intercambiar información sobre los principales temas internos o internacionales de interés para ambos países.

c) Tratar de resolver los problemas económicos que puedan surgir.

d) Formular recomendaciones adecuadas para desarrollar la Cooperación Económica entre ambas Partes.

24.3 El Comité Económico Conjunto se reunirá a petición de una de las Partes, y en cualquier caso al menos una vez al año.

ENTRADA EN VIGOR Y VIGENCIA

ARTICULO 25

El presente Convenio Complementario entrará y permanecerá en vigor de acuerdo con lo estipulado en el Artículo Sexto del Convenio de Amistad, Defensa y Cooperación.

HECHO en Madrid, el día dos de julio de mil novecientos ochenta y dos, en dos ejemplares, uno en inglés y otro en español, siendo ambos textos - igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

Terence A. Todman

POR EL REINO DE ESPAÑA

J. P. R. Moreno

[RELATED NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

Madrid

July 2, 1982

No. 516

Excellency:

I have the honor to forward herewith, pursuant to the Agreement on Friendship, Defense and Cooperation signed on this date and consistent with the provisions of its Complementary Agreements and Annexes thereto, details concerning the description and purposes of the operational and support installations (IDAs) authorized for use by the United States forces at the Spanish bases and establishments identified herein, as follows:

Torrejon Air Base

IDAs required for operations, administration, maintenance, air traffic control, communications, supply and materiel storage, and supporting services for a numbered Air Force headquarters, tactical fighter wing, communications group headquarters, defense communications support, military airlift aerial port, and United States aircraft deployments and transits.

Zaragoza Air Base

IDAs required for operations, administration, maintenance, communications, air traffic control, supply and materiel storage and supporting services for a tactical fighter training wing, weapons training detachment of up to one wing equivalent, support for related range operations, one detachment of tanker aircraft, rescue aircraft and United States aircraft deployments and transits.

Moron Air Base

IDAs required for operations, maintenance, administration, communications, air traffic control, supply and materiel storage, and supporting services for one detachment of tanker aircraft, and United States aircraft deployments and transits. Additionally, IDAs are required at Moron for the Naval Radio Transmitter Station which provides a capability for the Rota Naval Communications Station and United States Sixth Fleet.

Rota Naval Base

IDAs required for operations, administration, maintenance, air traffic control, communications, supply and materiel storage, and supporting services for a naval station, maritime patrol squadron, naval reserve maritime patrol squadron, fleet air reconnaissance squadron, fleet tactical support squadron, naval reserve fleet tactical support squadron for training about six months per year, carrier aircraft detachments for temporary basing, military airlift aerial port, United States aircraft deployments and transits, ship's berthing and mooring and fleet logistic support, construction battalion, naval communications station, fleet ocean surveillance information facility, naval fuel depot, storage and weather station.

Communications Establishments:

IDAs at the communications stations of Estaca de Bares, Guardamar de Segura, Humosa, Inoges, Menorca, and Soller for transmission, communications relay and associated support.

Estartit Loran Station

IDAs for a long range radio aid to navigation and associated support.

Sonseca Meterological and Seismographic Station

IDAs required to observe meteorological and seismographic phenomena.

Cartagena Petroleum and Ammunition Storage

IDAs to receive, store, handle and deliver POL products and ammunition.

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments.

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

Terence A. Todman

His Excellency
José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

TIAS 10589

Madrid, 2 de julio de 1982

Ministerio de Asuntos Exteriores

N° 246/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy que, traducida al español, dice lo siguiente:

"Excelencia: Tengo el honor de comunicar a V.E. que, de acuerdo con el Convenio de Amistad, Defensa y Cooperación firmado en esta fecha y de conformidad con las disposiciones de sus Convenios Complementarios y Anejos correspondientes, los detalles relativos a la descripción y finalidad de las instalaciones de apoyo (IDAs) cuya utilización se autoriza a las Fuerzas de los Estados Unidos de América en las Bases y establecimientos españoles que se indican a continuación, son los siguientes:

Base Aérea de Torrejón

Las IDAs necesarias para las operaciones, administración, mantenimiento, control de aeródromo, comunicaciones, abastecimientos y almacenamiento de material, y servicios de apoyo para un Cuartel general de una determinada Fuerza Aérea, un Ala táctica, un Cuartel General de Grupo de comunicaciones, apoyo de comunicaciones de la defensa, un terminal de transporte aéreo militar, y despliegue y tránsito de aeronaves de los Estados Unidos de América.

Base Aérea de Zaragoza

Las IDAs necesarias para las operaciones, administración, mantenimiento, comunicaciones, control de aeródromo, abastecimiento y almacenamiento de material, y servicios de apoyo para un Ala de entrenamiento de caza táctica, un Destacamento de entrenamiento de armas de entidad máxima equivalente a un Ala, apoyo a las correspondientes operaciones en polígono, un Destacamento de aviones cisterna, aviones de salvamento, y despliegue y tránsito de aeronaves de los Estados Unidos de América.

Base Aérea de Morón

Las IDAs necesarias para las operaciones, administración, mantenimiento, comunicaciones, control de aeródromo, abastecimiento y almacenamiento de material, y servicios de apoyo para un Destacamento de aviones cisterna, y despliegue y tránsito de aeronaves de los Estados Unidos de América. Además, las IDAs necesarias en Morón para la Estación Naval Transmisora de Radio que amplía la capacidad de la Estación Naval de Comunicaciones de Rota y de la VI Flota de los Estados Unidos de América.

Base Naval de Rota

Las IDAs necesarias para las operaciones, administración, mantenimiento, control de aeródromo, comunicaciones, abastecimiento y almacenamiento de material, y servicios de apoyo para una Estación naval, un Escuadrón de patrulla marítima, Escuadrón de patrulla marítima de la Reserva Naval, Escuadrón de reconocimiento aéreo de la flota, Escuadrón de apoyo táctico de la flota, Escuadrón de apoyo táctico de la flota de la Reserva Naval para adiestramiento durante un período aproximado de seis meses al año, Destacamentos de aeronaves basadas en portaaeronaves para estacionamiento temporal, terminal de transporte aéreo, despliegue y tránsito de aeronaves de los Estados Unidos de América, atracadero y fondeaderos de apoyo logístico de la flota, Batallón de construcciones, Estación naval de comunicaciones, una instalación de información para vigilancia oceánica de la flota, depósito naval de combustibles, depósito de almacenamiento y estación meteorológica.

Establecimientos de Comunicaciones

Las IDAs en las estaciones de comunicaciones de Estaca de Bares, Guardamar del Segura, Humosa, Inogés, Menorca y Soller, para transmisión, relé de comunicaciones y apoyo correspondiente.

Estación LORAN de Estartit

Las IDAs para ayuda radio de largo alcance a la navegación y apoyo correspondiente.

Estación Meteorológica y Sismográfica de Sonseca

Las IDAs necesarias para la observación de fenómenos meteorológicos y sismológicos.

Almacenamiento de Municiones y Petróleo de Cartagena

Las IDAs para recepción, almacenamiento, manejo y entrega de combustibles, aceites, lubricantes y munición.

Tengo la honra de proponerle que esta Nota y su contestación, si su Gobierno está de acuerdo con lo que antecede, constituyan un Acuerdo entre nuestros dos Gobiernos. Acepte, Excelencia, el renovado testimonio de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E. juntamente con esta contestación constituyan un Acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

F. P. R. Vera

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
MADRID.

TRANSLATION

Ministry of
Foreign Affairs

Madrid, July 2, 1982

No. 246/1

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of this date, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 4196-4198.]

I have the honor to inform Your Excellency that the Government of Spain agrees that the aforementioned note and this note shall constitute an Agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. P. P. Llorca

His Excellency,
Terence A. Todman,
Ambassador of the United States of America,
Madrid.

EMBASSY OF THE
UNITED STATES OF AMERICA

Madrid

July 2, 1982

No. 517

Excellency:

I have the honor to confirm, pursuant to Article 6.1 of Annex 3 to Complementary Agreement Two of the Agreement on Friendship, Defense and Cooperation signed on this date, that the permanent and rotational units of the United States forces at Spanish bases and establishments and their force levels shall be as follows:

BASE OR ESTABLISHMENT	TYPE UNIT	TYPE ACFT OR SHIPS	NR AUTH	US PERSONNEL MIL	US PERSONNEL CIV	MAJOR ACTIVITY
Torrejon				4507	685	
	Support/Maint	NA	NA			Support and maintenance services for assigned, temporary and transient units, aircraft, and personnel
	Tactical Fighter Wing	TAC FTR ACFT	79			Air operations
	Air Traffic Control	NA	NA			Air traffic control
	Numbered AF HQ	NA	NA			Command functions
	Military Airlift Aerial Port	NA	NA			Transient airlift support
	Communications Group HQ	NA	NA			Communications and administrative services
Zaragoza Air Base				2304	189	
	Support/Maint	NA	NA			Support and maintenance services for assigned, temporary and transient units, aircraft, and personnel
	Air Refueling Detachment	Air Re-fueling	5			Air operations
	Air Rescue Detachment	Heli-copter	5			Rescue operations
	Tactical Fighter Training Wing	TAC FTR ACFT	48			Training
	Communications	NA	NA			Communications Services

Moron Air Base				386	43	
	Support/Maint	NA	NA			Support and maintenance services for periodically deployed, temporary and transient units, aircraft and personnel
	Air Refueling Detachment	Air Re-fueling	15			Air operations
	Communications	NA	NA			Communications services
	Naval Transmitter Station	NA	NA			Communications services
Rota Naval Base				5093	746	
	Naval Station	ADMIN ACFT	5			Support and maintenance services for assigned, temporary and transient units, aircraft and personnel
	Military Airlift Aerial Port	NA	NA			Transient airlift support
	Logistic Support Squadrons	Logistic ACFT	8			Logistic support for fleet units
	Fleet Air Recon-naissance Squadron	RECON ACFT	13			Naval reconnaissance
	Patrol Squadrons	Patrol ACFT	18			Maritime patrol
	Construction Battalion	NA	NA			Construction
	Communications Station	NA	NA			Communications
	Ocean Surveil-lance and Information	NA	NA			Fleet support
Estaca de de Bares	Communications Station	NA	NA	21	0	Communications
Guardamar	Communications Station	NA	NA	0	0	Communications

Humosa	Communications Station	NA	NA	105	1	Communications
Inoges	Communications Station	NA	NA	28	0	Communications
Menorca	Communications Station	NA	NA	29	0	Communications
Soller	Communications Station	NA	NA	29	2	Communications
Estartit	Loran Station	NA	NA	20	3	Radio navigation
Sonseca	Meteorological Seismographic	NA	NA	18	0	Meteorological and seismographic observation
Cartagena	Depot	NA	NA	5	0	POL/ammunition storage
TOTALS				12545	1669	

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments.

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

Terence A. Todman

His Excellency
José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

Madrid, 2 de julio de 1982

Ministerio de Asuntos Exteriores

N°247/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy que, traducida al español, dice lo siguiente:

"Excelencia: Tengo el honor de confirmar que, de acuerdo con el Artículo 6.1 del Anejo 3 del Convenio Complementario 2 del Convenio de Amistad, Defensa y Cooperación firmado en esta fecha, las unidades de las Fuerzas de los Estados Unidos de América destinadas con carácter permanente o rotativo en las Bases y establecimientos españoles, y sus niveles de Fuerzas serán los siguientes:

BASE O ESTABLECIMIENTO	TIPO DE UNIDAD	TIPO DE AERONAVE O BUQUE	NUMERO AUTORIZADO	PERSONAL MILITAR	PERSONAL CIVIL	ACTIVIDAD PRINCIPAL
BA. TORREJON				4.507	685	
	Apoyo mantenimiento	----	----			Servicios de apoyo y mantenimiento para las unidades, aeronaves y personal temporal destinado y en tránsito
	Ala de caza táctica	Caza táctico	79			Operaciones aéreas
	Control aeródromo	----	----			Control de aeródromo
	C.G. de una determinada Fuerza Aérea	----	----			Funciones de Mando
	Terminal de transporte militar	----	----			Apoyo de transporte aéreo en tránsito
	C.G. Grupo Comunicaciones	----	----			Comunicaciones y servicios Administrativos

BASE O ESTABLECIMIENTO	TIPO DE UNIDAD	TIPO DE AERONAVE O BUQUE	NUMERO AUTORIZADO	PERSONAL MILITAR	PERSONAL CIVIL	ACTIVIDAD PRINCIPAL
BA. ZARAGOZA				2.304	189	
	Apoyo mantenimiento	----	----			Servicio de apoyo y mantenimiento -- para las unidades, aeronaves y personal temporal, destinado y en tránsito.
	Destacamento de reabastecimiento aéreo	Cisterna	5			Operaciones aéreas
	Destacamento de salvamento aéreo	Helicóptero	5			Operaciones de salvamento
	Ala entrenamiento - caza táctico	Caza - táctico	48			Entrenamiento
	Comunicaciones	----	----			Servicio de comunicaciones
BA. MORON				386	43	
	Apoyo mantenimiento	----	----			Servicios de apoyo y mantenimiento para las unidades, - aeronaves y personal temporal, en - tránsito y desplegado periódicamente
	Destacamento de reabastecimiento aéreo	Cisterna	15			Operaciones aéreas
	Comunicaciones	---	----			Servicio de comunicaciones

BASE O ESTABLECIMIENTO	TIPO DE UNIDAD	TIPO DE AERONAVE O BUQUE	NUMERO AUTORIZADO	PERSONAL MILITAR	PERSONAL CIVIL	ACTIVIDAD PRINCIPAL
BA. MORON						
	Estación transmisora naval	----	----			Servicio de comunicaciones
BN. ROTA				5.093	746	
	Estación naval	Avión administrativo	5			Servicios de apoyo y mantenimiento para las unidades, aeronaves y personal destinado, temporal y en tránsito
	Terminal de transporte aéreo	----	----			Apoyo de transporte aéreo en transito
	Escuadrones dé apoyo logístico	Aeronave Logística	8			Apoyo logístico para unidades de la flota
	Escuadrón de reconocimiento aéreo de flota	Aeronave reconocimiento	13			Reconocimiento naval
	Escuadrones depatrulla	Aeronave patrulla	18			Patrulla marítima
	Batallón Construcción	----	----			Construcción
	Estación - Comunicaciones	----	----			Comunicaciones
	Información y vigilancia oceánica	----	----			Apoyo a la flota

BASE O ESTABLECIMIENTO	TIPO DE UNIDAD	TIPO DE AERONAVE O BUQUE	NUMERO AUTORIZADO	PERSONAL MILITAR	PERSONAL CIVIL	ACTIVIDAD PRINCIPAL
ESTACA DE BARES						
	Estación Comunicaciones	----	----	21	0	Comunicaciones
GUARDAMAR						
	Estacion Comunicaciones	----	----	0	0	Comunicaciones
HUMOSA						
	Estación Comunicaciones	----	----	105	1	Comunicaciones
INOGES						
	Estación Comunicaciones	----	----	28	0	Comunicaciones
MENORCA						
	Estación Comunicaciones	----	----	29	0	Comunicaciones
SOLLER	Estación Comunicaciones	----	----	29	2	Comunicaciones
ESTARTIT						
	Estación LORAN	----	----	20	3	Radio navegación
SONSECA						
	Estación meteorológica y sismográfica	----	----	18	0	Observación meteorológica y sismográfica
CARTAGENA						
	Depósitos y Polvorines	----	----	5	0	Almacenamiento de combustible y lubricantes/munición

BASE O ESTABLECIMIENTO	TIPO DE UNIDAD	TIPO DE AERONAVE O BUQUE	NUMERO AUTORIZADO	PERSONAL MILITAR	PERSONAL CIVIL	ACTIVIDAD PRINCIPAL
TOTALES				12.545	1.669	

Tengo la honra de proponerle que esta Nota y su contestación, si su Gobierno está de acuerdo con lo que antecede, constituyan un Acuerdo entre nuestros dos Gobiernos. Acepte, Excelencia, el renovado testimonio de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E. juntamente con esta contestación constituyan un Acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

F. P. R. Mora.

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
MADRID.

TRANSLATION

Ministry of
Foreign Affairs

Madrid, July 2, 1982

No. 247/1

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of this date, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 4204-4208.]

I have the honor to inform Your Excellency that the Government of Spain agrees that the aforementioned note and this note shall constitute an Agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. P. P. Llorca

His Excellency,
Terence A. Todman,
Ambassador of the United States of America,
Madrid.

EMBASSY OF THE
UNITED STATES OF AMERICA

Madrid

July 2, 1982

No. 518

Excellency:

I have the honor to confirm, pursuant to Article 6.3 of Annex 3 to Complementary Agreement Two of the Agreement on Friendship, Defense and Cooperation signed on this date, that the United States forces, in addition to those included in the force levels applicable to permanent and rotational units, may assign temporarily at the Spanish bases and establishments specified in Annex 2 of Complementary Agreement Two, additional United States military and civilian personnel of:

United States Navy (including USMC):	600
United States Air Force:	735
United States Army:	20

If your Government concurs in the foregoing, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments.

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

Terence A. Todman

His Excellency
José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

Madrid, 2 de julio de 1982

Ministerio de Asuntos Exteriores

N°248/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, que, traducido al español dice lo siguiente:

"Excelencia: Tengo la honra de confirmar a V.E. que, de acuerdo con el Artículo 6.3 del Anejo 3 del Convenio Complementario 2 - del Convenio de Amistad, Defensa y Cooperación firmado en esta fecha, las Fuerzas de los Estados Unidos de América, además del incluído - en el nivel de Fuerzas de las unidades de carácter permanente o rotativo, podrán destinar temporalmente a las Bases y establecimientos españoles relacionados en el Anejo 2 del Convenio Complementario 2, el siguiente personal militar y civil de los Estados Unidos de América:

Marina de los Estados Unidos de América (incluído personal de Infantería de Marina)	...600
Fuerza Aérea de los Estados Unidos de América	...735
Ejército de Tierra de los Estados Unidos de América	... 20

Tengo la honra de proponerle que esta Nota y su contestación, si su Gobierno está de acuerdo con lo que antecede, constituyan un Acuerdo entre nuestros dos Gobiernos. Acepte, Excelencia, el renovado testimonio de mi más alta consideración."

Deseo manifestar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E. juntamente con esta contestación constituyan

un Acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

F. P. Ribera.

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
MADRID.

TRANSLATION

Ministry of
Foreign Affairs

Madrid, July 2, 1982

No. 248/1

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of this date, which, translated into Spanish, reads as follows:

[For the English language text, see p. 4215.]

I have the honor to inform Your Excellency that the Government of Spain agrees that the aforementioned note and this note shall constitute an Agreement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. P. P. Llorca

His Excellency,
Terence A. Todman,
Ambassador of the United States of America,
Madrid.

EMBASSY OF THE
UNITED STATES OF AMERICA

Madrid

July 2, 1982

No. 522

Excellency:

I have the honor to refer to the recent discussions between the Government of Spain and the Government of the United States of America relating to United States military installations in Spain, and to assure you that the Government of the United States of America will settle damage claims resulting from nuclear incidents pursuant to the following:

The United States Congress has enacted Public Law 93-153, which provides that the United States will settle claims for bodily injury, death or damage to or loss of real or personal property proven to have resulted from a nuclear incident involving the nuclear reactor of a United States nuclear-powered warship on the basis of absolute liability. As of December 6, 1974, the provisions of this legislation are in effect for all United States nuclear-powered warships entering Spanish as well as all other foreign ports.

While the foregoing law applies only to claims arising from nuclear incidents involving the nuclear reactor of a United States nuclear- powered warship, the Government of the United States of America gives its further assurances that it will endeavor, should the need arise, to seek legislative authority to settle in a similar manner claims for bodily injury, death or damages to or loss of real or personal property proven to have resulted from a nuclear incident involving any other United States nuclear component giving rise to such claims within Spanish territory.

Additionally, I am pleased to note that in any situation described above, the United States would be prepared to waive the provisions of Article VIII of the NATO Status of Forces Agreement.

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

Terence A. Todman

His Excellency
José Pedro Pérez-Llorca y Rodrigo
Minister of Foreign Affairs
Madrid

TIAS 10589

Madrid, 2 de julio de 1982

Ministerio de Asuntos Exteriores

N°249/1

Señor Embajador:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, que, traducida al español dice lo siguiente:

"Excelencia: Tengo la honra de referirme a las conversaciones que han tenido lugar recientemente entre los Gobiernos de España y de los Estados Unidos de América en relación con las instalaciones militares norteamericanas en España, y asegurarle que el Gobierno de los Estados Unidos de América resolverá las reclamaciones por daños resultantes de incidentes nucleares, de acuerdo con lo siguiente: El Congreso de los Estados Unidos de América ha promulgado la Ley 93-153, en la que se establece que los Estados Unidos de América se harán cargo de las reclamaciones derivadas de daños personales, muerte, daños o pérdidas de propiedad muebles o inmuebles, una vez que ha sido probado que resultan de un incidente nuclear producido por el reactor de un buque de guerra de los Estados Unidos de América de propulsión nuclear, sobre la base de una responsabilidad absoluta. Desde el 6 de diciembre de 1974 las disposiciones de esta legislación están en vigor para todos los buques de guerra de los Estados Unidos de América de propulsión nuclear que entren en España, así como cualquier otro puerto extranjero.

Aunque la mencionada Ley se refiere solamente a las reclamaciones derivadas de incidentes nucleares producidos por un reactor de un buque de guerra de los Estados Unidos de América, de propulsión nuclear, el Gobierno de los Estados Unidos de América da seguridades adicionales de tratar, si es necesario, de conseguir autorización legislativa para resolver de una manera similar las recla-

maciones por daños personales, muerte, daños o pérdidas de propiedades muebles o inmuebles, una vez que se pruebe que resultan de un incidente nuclear producido por cualquier otro componente nuclear — perteneciente a los Estados Unidos de América, que haya dado lugar a tales reclamaciones dentro del territorio español.

Asimismo, me complace comunicarle que los Estados Unidos de América estarían dispuestos, en cualquiera de las situaciones descritas anteriormente, a renunciar a las disposiciones del Artículo VIII del Convenio sobre el Estatuto de las Fuerzas Armadas de la OTAN. Acepte, Excelencia, el renovado testimonio de mi más alta consideración".

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

F. R. Ulloa.

Excelentísimo Señor Terence A. Todman
Embajador de los Estados Unidos de América
MADRID.

TRANSLATION

Ministry of
Foreign Affairs

Madrid, July 2, 1982

No. 249/1

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of this date, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 4219-4220.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. P. P. Llorca

His Excellency,
Terence A. Todman,
Ambassador of the United States of America,
Madrid.

PROTOCOL TO THE AGREEMENT ON
FRIENDSHIP, DEFENSE AND COOPERATION BETWEEN THE
UNITED STATES OF AMERICA AND THE KINGDOM OF SPAIN,
SIGNED JULY 2, 1982.

The Governments of the United States of America and of Spain have held conversations on the subject of the Agreement on Friendship, Defense and Cooperation signed by them on July 2, 1982, pending discussion and eventual authorization for its ratification by the Cortes Generales (Parliament) of Spain. With reference to the above mentioned Agreement, the two Governments share the following understandings:

1. No clause or provision of the above mentioned Agreement prejudges the question of Spanish integration into the military structure of the North Atlantic Treaty Organization.

2. Each Government reserves its right to, in any given moment, initiate the procedure for revision or modification of the Agreement in conformity with the provisions of Article 6.3 thereof.

3. Should the Spanish Government choose, in the future, to modify its status with respect to the Atlantic Alliance, the relevant texts could be reexamined by both parties in accordance with the provisions established in the preceding paragraph.

Done in Madrid, this 24th day of February, 1983, in duplicate, in the English and the Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

FOR THE KINGDOM OF SPAIN: [1]

[1] Fernando Morán.

TIAS 10589

PROTOCOLO AL CONVENIO DE
AMISTAD, DEFENSA Y COOPERACION ENTRE LOS ESTADOS
UNIDOS Y EL REINO DE ESPAÑA, FIRMADO EL DOS DE
JULIO DE 1982.

Los Gobiernos de los Estados Unidos de América y España han celebrado conversaciones referentes al Convenio de Amistad, Defensa y Cooperación firmado entre ellos el dos de julio de 1982, pendiente de debate y de eventual autorización para ratificación por las Cortes Generales de España. Con respecto a dicho Convenio los dos Gobiernos coinciden en entender lo siguiente:

1.- Ninguna claúsula o disposición del citado Convenio prejuzga la cuestión de la integración española en la estructura militar de la Organización del Tratado del Atlántico Norte.

2.- Cada Gobierno se reserva el derecho de iniciar, en cualquier momento, el procedimiento de revisión o modificación del Convenio, según lo previsto en el Artículo 6.3 del mismo.

3.- Si el Gobierno español decidiera, en el futuro, modificar su status con respecto a la Alianza Atlántica, los textos pertinentes podrían ser reexaminados por ambas partes a la luz de lo establecido en el párrafo anterior.

HECHO en Madrid, el día veinticuatro de Febrero de mil novecientos ochenta y tres, en dos ejemplares uno en inglés y otro en español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

[SEAL]

POR EL REINO DE ESPAÑA

[SEAL]

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka August 4, 1978;
Entered into force August 4, 1978.
And amending agreement
Effected by exchange of notes
Dated at Lusaka September 11 and 12, 1978;
Entered into force September 12, 1978.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Zambia;

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of the Republic of Zambia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the

ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting

country in amounts as it may determine, but in any event no later than one year after the final disbursement of the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made no later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting

country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payment shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

Part II - PARTICULAR PROVISIONS

I. COMMODITY TABLE:

Commodity	Supply Period U.S. Fiscal Year	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value $ (Millions)
Wheat/Wheat Flour (grain Equivalent Basis)	1978	31,000	4.1
Soybean/ Cottonseed Oil	1978	4,000	3.3
Rice	1978	3,000	1.1
		Total	8.5

II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 YEARS)

1. Initial Payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of each Installment Payment - Approximately equal annual amounts
5. Due date of first installment - 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

III. USUAL MARKETING TABLE:

	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1978	104,000
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1978	10,000
Rice	1978	5,000

IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. fiscal year 1978 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same product under a different name); for soybean/cottonseed oil - all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil, cottonseed oil, rapeseed oil, and any edible oil bearing seeds from which edible oils are produced; and for rice -- rice in form of paddy, brown or milled.

V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Zambia agrees to:

1. Continue its efforts to stablize the economy by undertaking measures designed to:

(a) Reduce the balance of payments deficit.

(b) Reduce the budget deficit.

(c) Reduce inflationary pressures.

2. Increase self-sufficiency in basic food crops through appropriate incentives and support to small farmers, including annual review of producer prices and their announcement in time to encourage production.

3. Accelerate applied research on basic food crops, (especially maize, rice and wheat), focusing on the use of fertilizer and improved varieties by the small farmer.

4. Expand domestic oilseed crushing capacity to permit self-sufficiency in vegetable oil production.

5. Ease shortage of trained agricultural manpower through courses for extension and other agricultural officers, using external assistance and training institutions where available and necessary.

6. Strengthen capacity of the Ministry of Lands and Agriculture to design and implement projects and to provide extension services.

7. Examine means of decentralizing administration of rural development to improve inter-ministerial cooperation and local government participation at the local level.

8. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply/distribution and trade data in the Agricultural Sector to determine completeness and validity for its utilization for economic development and related research analysis and projections and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data for commodities proposed for Public Law 480 programming.

VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: agriculture and rural development.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Part III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at LUSAKA, ZAMBIA, in duplicate, this Fourth day of August, 1978.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John R. Clingerman
Chargé d'Affaires ad interim

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Lloyd Chusa Sichilongo
Permanent Secretary
Ministry of Finance

[AMENDING AGREEMENT]

The American Embassy to the Zambian Ministry of Foreign Affairs

No. 138

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Zambia and has the honor to refer to the Public Law (P.L.) 480 Title I Agreement signed by representatives of our two Governments on August 4, 1978, and propose that the Agreement be amended as follows: (A) In Part II—Commodity Table—under the appropriate column and for all commodities, delete Quote 1978 Unquote and insert Quote 1978 plus October 1 through December 1978. Unquote. (B) In Part II Usual Marketing Table—under the appropriate column and for all commodities delete Quote 1978 Unquote and insert Quote 1978 plus October 1 through December 1978. Unquote. All other terms and conditions of the August 4, 1978, Title I Agreement remain the same.

It is proposed that this note and your reply concurring therein constitute an Agreement between our Governments effective the date of your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Zambia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
LUSAKA, *September 11, 1978.*

The Zambian Permanent Secretary, Ministry of Finance, to the American Ambassador

MF/L&I/IN/289

Ministry of Finance,
P. O. Box RW. 62,
L U S A K A.

12th September, 1978.

His Excellency, The Ambassador,
Embassy of the United States of America,
L U S A K A.

Your Excellency,

PL 480 LOAN AGREEMENT

DATED 4TH AUGUST 1978

I notice that you have proposed that the aforesaid Agreement be amended as follows:

(A) In Part II - Commodity Table - under the appropriate column and for all commodities, delete Quote 1978 Unquote and insert Quote 1978 plus October 1 through December 1978. Unquote (B) In Part II Usual Marketing Table - under the appropriate column and for all commodities delete Quote 1978 Unquote and insert Quote 1978 plus October 1 through December 1978. Unquote.

I wish to confirm, Your Excellency, that the aforesaid amendment to our Loan Agreement dated 4th August, 1978 is acceptable to the Government of the Republic of Zambia and request that this letter be read as one with the said original Loan Agreement.

Please accept, Your Excellency, the assurances of our highest consideration.

Yours sincerely,

L. C. Sichilongo,
PERMANENT SECRETARY,
MINISTRY OF FINANCE.

cc: The Permanent Secretary,
Ministry of Foreign Affairs,
L U S A K A.

The Permanent Secretary,
Ministry of Economic and Technical Co-operation,
L U S A K A.

ZAMBIA

Agricutural Commodities

Agreement signed at Lusaka July 19, 1979;
Entered into force July 19, 1979.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480, TITLE I [1] PROGRAM

The Government of the United States of America and the Government of the Republic of Zambia have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the agreement signed on August 8, 1978, [2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

I. COMMODITY TABLE:

Commodity	Supply Period (U. S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	29,000	4.3
Soybean/Cotton-seed Oil	1979	7,000	4.4
Rice	1979	4,000	1.3
		TOTAL	10.0

II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 Years)

1. Initial Payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual amounts

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] Should read "August 4, 1978". TIAS 10590; *ante*, 4228.

5. Due Date of First Installment - 10 years after date of last delivery of commodities in each calendar year

6. Initial Interest Rate - 2 percent

7. Continuing Interest Rate - 3 percent

III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	99,000
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1979	8,400
Rice	1979	4,850

IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U. S. fiscal year 1979 or any subsequent U. S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same product under a different name); for soybean/cottonseed oil--all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil, cottonseed oil, rapeseed oil, and any edible oil bearing seeds from which edible oils are produced; and for rice--rice in form of paddy, brown or milled.

V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to

participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Zambia agrees to:

1. Continue its efforts to stabilize the economy by undertaking measures designed to:

(a) Reduce the balance of payments deficit;

(b) Reduce the budget deficit;

(c) Reduce inflationary pressures.

2. Reaffirm the need for action to develop the human resources of Zambia through training and education at all levels, including the following categories:

(a) Middle management personnel in the Ministry of Agriculture and Water Development, especially the Department of Agriculture, should continue to be trained in decision making, program implementation, administration, and the technical knowledge necessary to function effectively in government.

(b) Extension workers for village and regional level assignments should continue to be taught basics in agriculture and the diffusion of technology at the farm level.

(c) Research workers and research centers should continue to take advantage of the potentials for international cooperative efforts to compliment and strengthen those areas mentioned in the self-help measures related to research.

(d) Farmers should continue to be included in the extension and education efforts by such methods as village level training meetings, and demonstration of new technologies on locally owned lands.

3. Encourage research programs for the development of improved varieties of food crops and of new uses for food and feed crops and their by-products. These research programs will focus on applying useful technology on small production units so that the small farmer will have the opportunity to reap the research benefits, especially in the following areas:

(a) New, stronger, and more diverse strains of corn should be developed to enhance overall corn production and to guard against further production shortfalls.

(b) The oil seeds program will be encouraged for such crops with proven potential as sunflower seeds. Research should be undertaken to find methods to efficiently produce, process, and utilize oil seeds for both edible oil and as a high protein feed for poultry.

4. Conduct, in cooperation with appropriate national/international organizations and the U. S. Government, namely, the United States Department of Agriculture/United States Agency for International Development, an official review of the current supply, distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for P. L. 480 programming.

VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: agriculture and rural development.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

DONE at LUSAKA, ZAMBIA, in duplicate, this 19th day of July, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John R. Clingerman
Charge d'Affaires ad interim

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Machila J. Lumina, M. P.
Minister of Finance

MINUTES OF THE NEGOTIATING MEETINGS
BETWEEN THE PARTIES TO THE PROPOSED FY 1979
PUBLIC LAW 480 TITLE I SALES AGREEMENT

DATE : July 9, 1979 at 1500 hours

PLACE : Lusaka, Zambia

ATTENDING: Preliminary meeting

Government of the Republic of Zambia Delegation:

Chairman: Mr. Zimba Chabala, Under Secretary (Technical Cooperation), Ministry of Finance
Mr. E. S. Musonda, Principal (Technical Cooperation), Ministry of Finance
Mr. K. R. Sivaprakasam, Chief, Loans and Investment Section, Ministry of Finance
Mr J. Mohindra, Legal Advisor, Ministry of Legal Affairs
Major General C. T. Nyirenda, General Manager, TAZARA
Mr. D. E. Mwape, Technical Manager, TAZARA
Mr. N. B. Nyoni, Director, Office of Contingency Planning, Cabinet Office
Mr. G. R. Sinyangwe, Trade Commissioner to Tanzania
Mr. N. P. Magande, Planning Coordinator, Ministry of Agriculture and Water Development
Mr. M. Siwiwaliondo, Purchasing Manager, National Milling Company

Government of the United States Delegation:

Mr. J. F. Hicks, A.I.D. Officer, American Embassy
Mr. H. P. Strong, Regional P.L. 480 Officer, REDSO/EA, Nairobi
Mr. D. Nelson, Assistant Regional P.L. 480 Officer, REDSO/EA, Nairobi

The purpose of the meetings was negotiations between representatives of the Government of the Republic of Zambia and the United States of America for a U. S. Fiscal Year 1979 commodity sales agreement for $10 million under the U. S. Government Public Law 480 Title I program.

The following points were discussed:

I. The U. S. delegation explained:

A. That if commodity prices increase over that calculated, i.e., 29,000 MT wheat/wheat flour (grain equivalent basis) at $4.3 million, 7,000 MT soybean/cottonseed oil at $4.4 million, and 4,000 MT rice at $1.3 million, the quantity of commodities to be furnished under the agreement will be less than that stated. However, should actual prices be lower at the time of purchase, the Government of the Republic of Zambia may purchase up to the total of $10 million worth of the commodities stipulated;

B. That the FY 1979 self-help measures should be viewed as a transition to more meaningful and specific self-help measures linked more directly to Government of Zambia agriculture and rural development efforts which lend themselves to more detailed reporting on GRZ progress in meeting self-help undertakings. In the future, U. S. will give increased emphasis to self-help measures which develop human resources and are tied more closely to basic agriculture research;

C. Upon signature of the agreement, that the Government of the Republic of Zambia should act expeditiously in all matters pertaining to the purchase and delivery of the commodities in order to comply with the supply period of the agreement (U.S. fiscal year 1979, i.e., 1 October 1978 through 30 September 1979);

D. That at least 50 percent of the commodities purchased under the agreement must be shipped on U. S. flag vessels, if available at fair and reasonable rates;

E. That purchase authorizations will be issued only after the U. S. Secretary of Agriculture has determined that (1) adequate storage facilities are available in Zambia at the time of delivery to prevent the spoilage or waste of the commodities, and (2) the distribution of the commodities in Zambia will not result in a substantial disincentive to domestic Zambian productions.

F. Purchases of food commodities under the agreement must be made on the basis of invitation for bid publicly advertized in the United States and on the basis of bid offerings which must conform to the invitation to bid. Bid offerings must be received and publicly opened in the United States. All awards must be consistent with open, competitive and responsive bid procedures;

G. The terms of all invitations to bid, including invitations to bid for ocean freight must be approved by the General Sales Manager, U. S. Department of Agriculture, prior to issuance;

H. That commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the agreement;

I. If the Government of the Republic of Zambia nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean freight under the agreement, the Government of the Republic of Zambia must notify the General Sales Manager, U. S. Department of Agriculture in writing of such nomination and provide, along with the notification, a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with the new regulating standards designed to eliminate certain conflict of interests;

J. That commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight supplier are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers. Delays in opening letters of credit and settlement of final 10 percent of freight will also result in higher commodity prices and freight rates. The Government of the Republic of Zambia should assure that appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened, and confirmed by designated U. S. banks immediately after contracting under each purchase authorization is concluded, and before vessels arrive at loading ports.

K. That as soon as possible after completion of ocean freight contracting, but not later than 48 hours prior to vessel presentation for loading, letters of credit for 100 percent of ocean freight shall be opened by the participant, providing for sight payment or acceptance of a draft in U. S. dollars in favor of the supplier of ocean transportation on the basis of tonnage and rates specified in the applicable charter party or booking note.

L. That if the Government of the Republic of Zambia wishes to continue assistance under P. L. 480 Title I in U. S. fiscal year 1980, an official request supported by an updating of the supply and distribution data should be

forwarded to the American Embassy, Lusaka, as early in the U. S. fiscal year as possible (U. S. fiscal year 1980 - 1 October 1979 through 30 September 1980).

II. The Zambian delegation assured the U. S. delegation that:

A. Arrangements have been made by appropriate authorities of the Government of the Republic of Zambia to relay to its Washington embassy all instructions, information and authority necessary to enable timely implementation of the agreement, including:

(1) Commodity specifications;

(2) Contracting and delivery periods;

(3) Names and addresses of U. S. and foreign banks handling transactions (letters of credit for ocean freight);

(4) Authority to request and sign purchase authorizations and other necessary documents;

(5) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents, if applicable); and

(6) Instructions to contact the Program Operations Division, Office of the General Sales Manager, U. S. Department of Agriculture regarding the foregoing.

III. The delegations agreed that in order to assure timely and complete submission of compliance reports, it is agreed that with respect to the self-help reports, the Ministry of Agriculture will report on progress in implementing the undertakings and submit a report to the Ministry of Finance who will in turn submit this information to the American Embassy. It was also agreed that National Milling Company and Refined Oil Products (Zambia) Limited (ROP) will follow the same procedure in preparing quarterly UMR reports and shipping and arrival reports.

IV. The Zambian delegation expressed appreciation for the expeditious arrangements completed under the FY 1978 agreement for the reimbursement of the ocean freight differential and requested that similar collaboration and courtesies be extended by the U. S. Department of Agriculture for the FY 1979 agreement.

V. The Zambian delegation understands the usual marketing requirements (UMR) and acknowledges that the levels in the proposed agreement are within the range of commercial import requirements and anticipated commercial purchases. The Zambian delegation drew the U. S. delegation's attention to the Government's past firm commitments to commercial purchases which were delayed due to port and inland transportation constraints considered beyond the Government of the Republic of Zambia's control. The U. S. delegation acknowledged the existing port and inland transportation constraints and consideration for these extenuating circumstances would be given in determining the progress of the Government of the Republic of Zambia's progress towards compliance with the UMR provisions of the agreement.

VI. The Zambian delegation explained that the commodities provided for under this agreement will enter the country at designated points identified by the consignees, National Milling Company and Refined Oil Products Limited. The commodities in turn will be distributed through their networks of licensed wholesalers and then sold by retailers to the public at wholesale and retail prices fixed by the Minister of Commerce under authority of the Control of Goods (Price Control) Regulations. The Zambian delegation assured that the Government enforces retail and wholesale prices through a combination of price control agents and peer pressure. Corrective actions to control offenders, including those who move commodities outside normal distribution channels, include arrests and fines for first offenders and ultimately prohibiting the offender from trading with GRZ parastatal corporations. The Zambian delegation also gave assurances that priority would be attached to the expeditious port clearance and forwarding to Lusaka of P. L. 480 commodities.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John R. Clingerman
Charge d'Affaires ad interim

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Machila J. Lumina
Minister of Finance

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka December 21, 1979;
Entered into force December 21, 1979.
With minutes of negotiation
Signed at Lusaka December 12, 1979.

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Zambia agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 4, 1978,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

I. Commodity Table:

Commodity	Supply Period (U. S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Corn	1980	104,000	12.5
		TOTAL	12.5

II. Payment Terms: Convertible Local Currency Credit (40 Years)

A. Initial Payment - None

B. Currency Use Payment - None

C. Number of Installment Payments - Thirty One (31)

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10590; *ante,* 4228.

III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Feedgrains	1980	None

IV. Export Limitations:

A. The export limitation period shall be United States fiscal year 1980 or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: For feedgrains--corn, cornmeal, barley, sorghum, rye, oats and any other feed grains including mixed feeds containing predominantly such grains.

V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Zambia agrees to pursue the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Continue recent efforts to adjust agricultural price policies and subsidies to encourage increased domestic production of food crops. As part of this effort, the Government of the Republic of Zambia will continue to;

(a) Maintain the planning unit within the Ministry of Agriculture and Water Development to undertake a comprehensive study of the agricultural price policies of the Government of the Republic of Zambia and their relationship to costs of production, returns to producers, and level of domestic agricultural production. The study will provide guidance to the

Government of the Republic of Zambia during future decisions on pricing policy and subsidy adjustments.

(b) Determine and publish, on a timely basis, producer prices which are related to costs of production and which insure an adequate return on investment.

(c) Adopt a selective approach to subsidization of input costs which will provide emerging small and medium-size farmers with the necessary incentives to increase production of food crops.

(d) Adjust consumer subsidies on basic commodities, including maize, aimed at aligning retail prices more closely to producer prices.

2. Adopt procedures within the Ministry of Agriculture and Water Development to improve the gathering, analysis, and publication of agricultural statistics. In addition, the planning unit of the Ministry will continue to advise on marketing policies, develop marketing courses, and establish a market news service.

3. Provide at least $2.0 million funding to the Zambian Agricultural Development Bank for the specific purpose of providing credit to small farmers for the purchase of production inputs. In addition, the Government of the Republic of Zambia will support technical assistance efforts for continuous review of credit delivery, repayment criteria and loan supervision, and the drafting/improvement of a credit, staff, and physical facilities operations plan for the Agricultural Development Bank.

4. Improve plant protection and grain storage facilities to reduce production and storage losses. This effort will include expansion of the storage and handling facilities of the cooperative unions and NAMBOARD and the upgrading of extension efforts in grain storage management.

5. Provide adequate budget allocations to the agricultural extension service to expand present training opportunities for small-scale producers. As part of this effort, the Government of the Republic of Zambia will:

(a) Increase training opportunities for emergent farmers offered by the Kalulushi Farm College, Chipembi Farm College, and the Zambezi Training Farms.

(b) Increase the number of two-year extension agents actively involved in support of the emergent farmers in the Kabwe and Mkushi rural districts. Emphasis by these extension agents will be placed on improving and expanding maize production.

6. Expand and upgrade the distribution of goods and services within Zambia which will directly benefit the rural poor population.

VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following economic development sectors: agriculture and rural development.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose have signed the present Agreement.

DONE at LUSAKA, ZAMBIA, in duplicate, this 21st day of December, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Frank G. Wisner
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Machila J. Lumina
Minister of Finance

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED FY 1980
PUBLIC LAW 480 TITLE I SALES AGREEMENT

DATE: December 12, 1979 at 1100 Hours

PLACE: Lusaka, Zambia

ATTENDING -

Government of the Republic of Zambia Delegation:

Chairman: Mr. K. R. Sivaprakasam, Assistant Secretary, Ministry of Finance
Mr. J. Mohindra, Legal Advisor, Ministry of Legal Affairs
Mrs. E. Jhala, State Advocate, Ministry of Legal Affairs
Mr. N. P. Magande, Planning Coordinator, Ministry of Agriculture and Water Development
Mr. A. M. Chuzu, Principal, Office of Contingency Planning
Mr. D. H. Luzongo, General Manager, National Agricultural Marketing Board (NAMBOARD)
Mr. G. Ezeokafor, Financial Controller, NAMBOARD

Government of the United States Delegation:

Mr. John A. Patterson, Representative, United States Agency for International Development
Miss Susan Schayes, PL 480 Officer

The purpose of the meeting between representatives of the Government of the Republic of Zambia and the United States of America was to negotiate a U. S. Fiscal Year 1980 (October 1, 1979-September 30, 1980) commodity sales agreement for $12.5 million under the U. S. Government Public Law 480 Title I program.

I. The U. S. delegation explained that:

A. While maize is the highest priority requirement since it is the staple food of most of the population and additional supplies are required to meet basic food needs, the United States Government reserves the right to review the commodity mix prior to signing the Agreement in order to assure that maize continues to be the priority need;

B. It is essential that the Government of the Republic of Zambia initiate necessary procedures for purchasing and shipping commodities as soon as possible through its Embassy in Washington. Letters of credit for both maize and the freight must be ready as soon as the Purchase Authorizations are issued and vessels booked. The letters of credit should be opened in favor of suppliers of grain and freight and confirmed by designated American banks. The letters of credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers;

C. It is the Government of the Republic of Zambia's responsibility for submission of timely reports on compliance, shipping and arrival information, self-help, and uses of sales proceeds, as required under the standard provisions of the Agreement. In the past these reports have not been timely which is a serious problem requiring resolution prior to signing the FY 1980 Agreement. Self-help reports are due at the U. S. Embassy by November 15, 1980. The compliance reports are to be submitted quarterly.

D. It is important for the Government of the Republic of Zambia to provide the United States Government with a full assessment of the present transportation situation. In order to meet U. S. legislative requirements, the U. S. Embassy in Lusaka must be able to confirm that the grain purchased under a new Agreement can be shipped to Zambia, stored, and distributed therein. The U. S. Embassy must report to Washington an assessment of the transportation situation no later than 72 hours before the issuance of each Purchase Authorization;

Pursuant to new U. S. legislative and regulatory requirements, Purchase Authorizations will be issued under the Agreement only after the U. S. Secretary of Agriculture has determined that adequate storage facilities are available locally at the time of exportation to prevent the spoilage or waste of the commodity and the distribution of the commodity will not result in a substantial disincentive or interference with domestic production or marketing;

E. While there are no usual marketing requirements (UMR) for maize, there are significant UMR shortfalls in wheat from previous agreements. The U. S. Embassy will need to furnish Washington with information covering wheat imports for

the period covering October 1, 1977 through September 30, 1979 and projected wheat imports for the period covering October 1, 1979 through September 30, 1980;

F. Upon signature of the Agreement, the Government of the Republic of Zambia should act expeditiously in all matters pertaining to the purchase and delivery of the commodity in order to comply with the supply period of the Agreement (U.S. fiscal year 1980, i.e., October 1, 1979 through September 30, 1980);

II. The Zambian delegation assured the U. S. delegation that:

A. Prior to the issuance of Purchase Authorizations, the Government of the Republic of Zambia will inform the U. S. Embassy of the following:

1. Type and grade of commodity to be purchased in accordance with official U. S. standards;

2. Proposed contracting and delivery schedules to include current information on transportation and storage availability;

3. Names and addresses of banks, both U. S. and foreign, which will be handling financing operations; and

4. Assurance that appropriate Government of the Republic of Zambia authorities are prepared to make immediate transfers of funds to cover ocean freight costs to be concluded pursuant to the Agreement; as a general rule, Purchase Authorizations will not be issued until the U. S. Department of Agriculture is in receipt of this cable.

In addition, arrangements have been made by appropriate authorities of the Government of the Republic of Zambia to relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the Agreement, including:

1. Commodity specifications;

2. Contracting and delivery periods;

3. Names and addresses of U. S. and foreign banks handling transactions (letters of credit for the commodity and freight);

4. Authority to request and sign Purchase Authorizations and other necessary documents;

5. Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents, if applicable; and

6. Instructions to contact the Program Operations Division, Office of the General Sales Manager, U. S. Department of Agriculture, regarding the foregoing.

B. The Government of the Republic of Zambia will take all appropriate measures to insure that operable letters of credit for both commodity and freight will be opened in favor of suppliers, and confirmed by designated U. S. banks immediately after contracting under each Purchase Authorization is concluded, and before vessels arrive at loading ports. The Government of the Republic of Zambia also assures that the following will apply:

1. Purchases of food commodities under the Agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

2. The terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, U. S. Department of Agriculture, prior to issuance.

3. Commissions, fees or other payments to any selling agent seeking to obtain a contract are prohibited in any purchase of food commodities under the Agreement.

4. If the Government of the Republic of Zambia nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of the Republic of Zambia must notify the General Sales Manager, U. S. Department of Agriculture, in writing of such nomination and provide, along with the notification, a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Office of the General Sales Manager in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.

C. The FY 1979 self-help report would be presented to the U. S. Embassy by December 22, 1979 and that the report for FY 1980 would be submitted in a timely fashion. The Zambian delegation also assured the U. S. delegation that quarterly compliance reports, including shipping and arrival information will be submitted promptly. This should be facilitated since NAMBOARD, which handles all maize imports, has been prompt in submitting status reports under the U. S. FY 1979 PL 480 Title II program and will be responsible for submission of the Title I FY 1980 compliance reports.

D. The commodity provided for under the U. S. FY 1980 Agreement will arrive at previously designated ports and will enter the country at designated points identified by the consignee, National Agricultural Marketing Board (NAMBOARD). The commodity in turn will be sold through NAMBOARD's distribution network at national prices fixed by the Ministry of Agriculture and Water Development.

E. Priority would be attached to the expeditious port clearance and forwarding to Zambia of the PL 480 commodity

F. With regard to usual marketing requirements (UMR), data for wheat imports for the period covering October 1, 1977 through September 30, 1979 would be furnished immediately to the U. S. Embassy together with projected wheat imports covering the period October 1, 1979 through September 30, 1980 broken down by commercial/non-commercial purchases, loans or grants and by country of origin. The Zambians drew the U. S. delegations' attention to the Government's past firm commitments to commercial purchases which were delayed due to continuing economic pressures as well as port and inland transportation constraints considered beyond the control of the Government of the Republic of Zambia. The U. S. delegation acknowledged these constraints, and consideration for these extenuating circumstances would be given in determining the progress of the Government of the Republic of Zambia towards compliance with the UMR provisions of prior PL 480 agreements.

G. Proceeds equal to CCC Credit will, in fact, be generated and used for purposes noted in this Agreement.

III. The Zambian delegation requested consideration for simultaneous reimbursement of ocean freight differentials. The U. S. delegation took note of the request and assured the delegation of the Government of the Republic of Zambia that the request would be transmitted to appropriate authorities in Washington.

IV. With regard to self-help measures, Number 5 of the Agreement, both parties agreed that within budgetary and legislative contraints the Government of the Republic of Zambia intends to (a) increase training opportunities for emerging farmers offered by existing institutions such as Kalulushi Farm College, Chipembi Farm College and the Zambezi Training Farms, and (b) increase the number of two-year extension agents actively involved in support of the emergent farmers in the Kabwe and Mkushi rural districts. Emphasis by these extension agents will be placed on improving and expanding maize production.

V. The delegations acknowledged that in moving toward more meaningful and specific self-help measures linked more directly to Government of Zambia agriculture and rural development efforts, as noted in the FY 1979 PL 480 Title I Agreement, it is the intent of both parties that emphasis should be given, and proceeds of this Agreement used, to help Zambia return to self-sufficiency through adequate pricing and subsidization policies, sufficient agriculture inputs, including credit, and strengthened research and extension services especially as they pertain to small farmer agriculture.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Frank G. Wisner
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Machila J. Lumina
Minister of Finance

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka July 22, 1981;
Entered into force July 22, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA
THE SALE OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Zambia have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and Part III of the August 4, 1978[2] agreement together with the following Part II.

Part II - PARTICULAR PROVISIONS:

I COMMODITY TABLE:

Commodity	Supply Period U.S. Fiscal Year	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value $ (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	57,100	10.0

II PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 Years)

A. Initial Payment - None
B. Currency Use Payment - None
C. Number of Installment Payments - Thirty-one (31)
D. Amount of each Installment Payment - Approximately equal annual installments.
E. Due date of first Installment Payment - Ten (10) years from date of last delivery of commodities in each calender year.
F. Initial Interest Rate - Two (2) percent per annum.
G. Continuing Interest Rate - Three (3) percent per annum.

III USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	76,200

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10590; *ante,* 4228.

IV. EXPORT LIMITATIONS:

A. The export limitations period shall be U.S. fiscal year 1981 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III (A) (4) of the agreement, the commodities which may not be exported are for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgar (or same products under different names.)

V. SELF-HELP MEASURES:

A. The Government of the Republic of Zambia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Zambia agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Agricultural Policies and Information

A. (1) Reinforce the planning unit within the Ministry of Agriculture and Water Development charged with undertaking comprehensive annual and ad hoc reviews of agricultural producer prices and fertilizer subsidies.

(2) (I) Continue to conduct a comprehensive review of maize producer prices and fertilizer subsidies to determine if there is sufficient incentive to reduce the prevailing maize production shortfalls; (II) consider during the course of the review the following factors: (A) Current production prices in the neighboring countries; (B) Self-sufficiency, (C) The cost of production plus a reasonable profit margin to producers and (D) Comparative costs of importation; and (III) keep AID advised of the findings of the review during the preparation and complete these discussions with A.I.D. on agreed upon time schedule. (It is understood that discussions with A.I.D. will not include consideration of Ministry recommendations to cabinet.

(3) Adopt a selective approach to the subsidization of fertilizer and other input costs in order to provide all categories of farmers with the necessary incentives to increase the production of maize and to reduce subsidies to manageable levels.

B. (1) Continue with the policy to reduce consumer subsidies on maize and fertilizer by raising the respective consumer prices to align retail prices more closely to producer prices.

(2) Continue with the policy to reduce progressively the per unit maize subsidy within a period to be agreed with A.I.D. by June 1981.

C. To permit commensurate increases in maize producer prices in real terms which will stimulate production, without simultaneously enlarging Zambian budgetary deficits caused by differences between maize consumer and producer prices, utilize local currency attributable to this sales agreement to partially pay for increases in maize producer prices. This payment is to be adjusted on a declining graduated basis in accordance with a schedule to be adopted in consultation with A.I.D. on an agreed upon time schedule. The results of the review cited in A. (2) above will be instructive in this regard.

D. Conduct a review of producer prices, marketing and processing for cassava, millet and sorghum in order to commercialize these agricultural commodities.

E. Adopt procedures to improve the Ministry of Agriculture and Water Development's crop forecasting by improving the accuracy of the data base and the timeliness of the publication of the forecast.

F. Through the Ministry of Agriculture and Water Development revive a regular market news service.

F. In October of 1981, furnish A.I.D. with a statement of the progress the Government of Republic of Zambia has made in carrying out the above measures.

2. Credit to Small Farmers

Continue to emphasize provision of credit to small farmers through appropriate financial institutions for the purchase of production inputs.

3. Grain Storage and Transport

A. Continue to improve grain facilities to reduce post-harvest losses. This effort will include expansion of the storage and handling facilities of the Provincial Cooperative Unions and Nambcard.

VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Republic of Zambia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following development sectors: Agriculture and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of Zambia's people and their capacity to participate in the development of their country.

In WITNESS whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Lusaka in duplicate this 22nd day of July, 1981.

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

BY: K. MUSOKOTWANE

TITLE: MINISTER OF FINANCE

FOR THE GOVERNMENT OF THE UNITED STATE OF AMERICA

BY: W. EGAN

TITLE: CHARGE d'AFFAIRES A.I.

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED FY 1981
PUBLIC LAW 480 TITLE I SALES AGREEMENT

DATE: June 10, 1981 at 1000 Hours

PLACE: Ministry of Finance Conference Room, Lusaka Zambia

ATTENDING:

Government of the Republic of Zambia Delegation:

Chairman: - Mr. R.C. Sakwanda, Acting Permanent Secretary, Ministry of Finance

Members:
- Mr. Christofa L.M. Chirwa, Senior Economist, Ministry of Finance
- Mr. Andrew Habbanti, Director, National Commission for Development Planning
- Mr. M.C. Kabaghe, Acting Senior Finance Officer, (Loans and Investments) Ministry of Finance
- Mr. F.J. Mkwanazi,General Manager, National Milling Company, Ltd.
- Mr. C.L.C. Mubanga-Chipoya, Director of Treaties, Ministry of Legal Affairs
- Mr. J.Y. Ng'oma, Deputy General Manager, Bank of Zambia
- Mr. V. Sivaraman, Acting Purchasing Manager, National Milling Company, Ltd.
- Mr. R.K. Verma, Senior Economist, Ministry of Agriculture and Water Development

Government of the United States Delegation:

- Mr. John A. Patterson, Representative, United States Agency for International Development (A.I.D.)
- Mr. Jon O'Rourke, Regional Food for Peace Officer, A.I.D.
- Mr. Donald E. Anderson, Development Officer, A.I.D.

I. The purpose of the meeting between the representatives of the Government of the Republic of Zambia and the United States of America was to negotiate a U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981) commodity sales agreement for $10.0 million under the U.S. Government Public Law 480 Title I program.

II. The U.S. delegation reviewed the text of the draft agreement with the Zambian delegation and explained that:

1. The Agreement incorporates by reference the Preamble Parts I and III of the PL-480 Title I Agreement signed by the Zambian Government and the U.S. Government on August 4, 1978.

2. In order to accomplish early procurement and shipment of the commodity, the Government of the Republic of Zambia should (a) Appoint a purchasing team which will have authority to implement the agreement, and (b) make all necessary arrangements for Letters of Credit for both the commodity (wheat) and the ocean freight.

3. If there are prolonged delays in implementing the agreement such that it becomes likely that arrivals of the PL-480 wheat may encounter port congestion or logistics delays resulting in food losses, the USG may have to reduce the amount of wheat authorized for shipment under this agreement.

4. The commodity commitment in the Agreement is in terms of dollar values and not quantities. At the time the agreement was drafted, it was estimated that $10.0 million would purchase approximately 57,100 metric tons of wheat. However, if, when the Zambian Government actually makes the purchase, the price of wheat is lower, more than 57,100 metric tons may be purchased upto the $10.0 million dollar level. On the other hand, if wheat prices rise, the quantity of wheat financed under this agreement will be reduced accordingly.

5. In order to implement the purchase of wheat under the agreement during the authorized supply period, U.S. fiscal year 1981 (October 1, 1980 to September 30, 1981), it is essential that the Government of the Republic of Zambia initiate the purchasing process as soon as possible after signing the agreement. This process includes the following:

(a) Dispatch fully authorized representatives to Washington, D.C. to undertake the required action.

(b) Submit to the U.S. Department of Agriculture a written request for a Purchase Authorization.

(c) After approval by the U.S. Department of Agriculture, prepare and issue an invitation for bids (IFB's).

(d) Designate the Zambian and U.S. banks which will handle the Letters of Credit.

(e) Act expeditiously to open Letters of Credit in favor of supplier(s) of grain and freight for 100 percent of the grain and 100 percent of the ocean freight costs. The Letters of Credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable Letters of Credit for both the commodity and the ocean freight are not available at the time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(f) If a Purchasing Agent and/or Shipping Agent is nominated, this nomination must be submitted to the U.S. Department of Agriculture in writing, accompanied by the proposed agency agreement for the U.S. Department of Agriculture approval.

6. Reporting by the Government of the Republic of Zambia is an essential part of the Agreement. In the past, some of these reports have not been timely and/or complete, and this has caused delays in the signing of the agreements. The Government of the Republic of Zambia is responsible for the timely submission of the following reports:

(a) Quarterly Compliance Reports which are submitted at the end of each quarter during the supply period. Each report includes official Government of the Republic of Zambia information regarding imports and exports of the food commodities included in the agreement (i.e. wheat, wheat flour, rolled wheat, semolina, farina, and bulgar).

(b) Shipping and Arrival Reports which provide details on the arrival of the ships carrying the commodities delivered to Zambia under this agreement. These reports are completed for each ship and submitted to the U.S.A.I.D. shortly after the arrival of the wheat in Zambia.

(c) The Annual Self-Help Report which is due in the U.S.A.I.D. on November 15, 1981, must contain specific information regarding the progress the Government of the Republic of Zambia has made in implementing the Self-Help Measures in the Agreement.

(d) The Local Currency Proceeds Reports which report the use of the local currency proceeds generated under this Agreement. For this Agreement, the Local Currency Proceeds Report should be submitted to the U.S.A.I.D. as part of the Annual Self-Help Reports.

7. It is important for the Government of the Republic of Zambia to provide the United States Government with an assessment of the transportation situation on a periodic basis so that the U.S.A.I.D. can confirm that the grain purchased under this agreement can be shipped to Zambia, stored and distributed therein. The USAID must provide to Washinton D.C. an assessment of the transportation system to ensure that adequate storage facilities are available locally at the time of exportation to prevent the spoilage or loss of the commodity.

8. The Agreement provides for a Usual Marketing Requirement (UMR) of 76,200 metric tons of wheat/wheat flour. This UMR is based on an average of commercial imports for a five-year period. (International Wheat Commercial statistics are used to compute the average). Only commercial purchases from non-communist countries are included in the UMR computations.

9. The Agreement calls for limitations on the export from Zambia of wheat, wheat flour, semolina, farina and bulgar, or the same products under different names. These export limitations apply to the supply period October 1, 1980 through September 30, 1981, and any subsequent U.S. fiscal year during which the wheat purchased under this agreement is utilized.

10. At least 50 percent of the PL-480 Title I commodity must be moved on U.S. flag shipping vessels, if available, at fair and reasonable rates.

11. This fiscal year's PL-480 Title I has been delayed, and as a result there is a time constraint. In order to avoid such time constraints in the future it would be most helpful for all concerned if the Government of the Republic of Zambia submitted its request to U.S.A.I.D. in the early part of each U.S. fiscal year (i.e. October or November each year).

III. The U.S. delegation requested the Government of Zambia delegation to:

1. Identify the following:

(a) The name(s),title(s) and office(s) of the member(s) of the purchasing team who will travel to Washington to make the purchase and arrange for ocean freight.

(b) The specific type and grade of wheat which the Government of the Republic of Zambia prefers to purchase under this agreement.

(c) The contracting and delivery schedules.

(d) The names and address of the banks which will handle the financial transactions.

(e) The specific receiving ports for the commodities.

(f) The specific storage points for the commodities in Zambia.

(g) The wholesale prices at which the commodities will be sold.

(i) Any possibilities for the commodities moving outside the above market channels and steps that will be taken to prevent such movement.

2. To make appropriate arrangements to relay to the Zambian Embassy in Washington D.C. all the instructions, information and authority necessary to ensure that the Agreement will be implemented promptly.

3. To instruct the Zambian purchasing team to contract the Program Operations Division, Export Credits, Foreign Agriculture Service, USDA, telephone: Area Code 202-447-5780 for further assistance in purchasing and shipping the wheat.

4. To establish a special account for the PL-480 Title I local currency generations in order to facilitate accounting of the local currency.

5. To work with U.S.A.I.D. over the coming months to develop a PL-480 Title III program. This program is similar in many respects with the PL-480 Title I program, however,

under Title III the Government of the Republic of Zambia would (a) establish a special account, (b) use the special account local currency proceeds to fund development activities which are in addition to the government's budgeted activities. If the local currency is disbursed properly to the agreed development activities the dollar equivalent of the amount of Kwacha disbursed from the special account will be "forgiven" from the PL-480 loan repayment schedule.

IV. The delegation from the Government of the Republic of Zambia assured the United States Government delegation that:

1. The Government of the Republic of Zambia representative(s), with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process, will travel to Washington as soon as possible after the agreement is signed to implement the agreement. This team will probably be composed of Mr. G. Simukoko, Legal Counsel of Indeco, Ltd. Mr. Frank J. Mkwanazi, General Manager, National Milling Company, Ltd. and Mr. V. Sivaraman, Acting Purchasing Manager, National Milling Company Ltd.

2. Appropriate Government of the Republic of Zambia authorities are prepared to (a) open Letters of Credit for 100 percent of both the commodity and ocean freight prior to the purchase of the commodity and the booking of the vessels, and (b) make prompt transfers of funds to cover the ocean freight costs on the commodity purchased under the agreement.

3. The Government of the Republic of Zambia, through the National Milling Company, Ltd. will (a) make the necessary arrangements to relay to the Zambian Embassy in Washington D.C. all the necessary instructions, information and authority to implement the agreement, and (b) use the services of the U.S.A.I.D. communications/cable network to relay parallel messages to Zambian officials in Washington D.C.

4. If the Government of the Republic of Zambia decides to engage a Shipping Agent, the representative(s) travelling to Washington will notify the U.S. Department of Agriculture (USDA) and provide USDA with a copy of the agreement.

5. The banks which will be handling the financial operations related to this agreement, and through which Letters of Credit will be opened for the commodities and ocean freight, are (a) The Bank of Zambia and Barclays Bank Northend Branch in Lusaka, and (b) Barclays Bank, New York in the United States.

6. The Government of the Republic of Zambia will limit exports of wheat, wheat flour, semolina, farina and bulgar or the same products under different names during the supply period of U.S. fiscal year 1981 and any subsequent U.S. fiscal year during which the wheat purchased under this agreement is utilized.

7. The Government of the Republic of Zambia will provide the U.S.A.I.D. in Lusaka with Quarterly Compliance Reports on the appropriate forms and at the appropriate time.

8. The Government of the Republic of Zambia will provide the U.S.A.I.D. in Lusaka with Shipping and Arrival Reports on a timely basis and as soon as possible after the vessels discharge and the commodity arrives in Zambia.

9. The Government of the Republic of Zambia through the National Milling Company, Ltd. will provide the U.S.A.I.D. in Lusaka with regular informal reports and information on the transport and distribution of the commodities financed under this agreement.

10. The Government of the Republic of Zambia would like to import under this agreement both soft and hard winter No. 2 grade or better.

11. The purchase contract for this wheat will be implemented as soon as possible. If 57,100 metric tons is purchased, delivery will probably be made in three (3) vessels each spaced to arrive at East/Southern African ports in August, September and October 1981.

12. The commodity provided for under the U.S. FY 81 Agreement will arrive at the ports of Durban, East London and/or Dar es Salaam as designated by the National Milling Company, Ltd. (NMC). NMC, in turn, will direct where the food is stored and, depending on stock positions and need, in which areas of the country it is distributed. The commodity, in turn, will be sold to wholesalers, retailers and consumers through the regular, established wheat distribution network at national prices fixed by the Government of the Republic of Zambia.

13. The Government of the Republic of Zambia would work together with U.S.A.I.D. over the coming months to (a) discuss the establishment of a special account for future

PL-480 programs, and (b) attempt to formulate a PL-480 Title III "loan forgiveness" program for implementation in U.S. fiscal year 1982 (i.e. October 1, 1981 to September 30, 1982).

14. The Government of the Republic of Zambia would publicize in the local press the signing of the Agreement and the arrival of each ship carrying the commodity financed under this Agreement.

V. Both parties agreed that the following additions and deletions would be made to the text of the proposed agreement:

(a) Part II, Item II, F, and G, change to read "Two (2) percent per annum" and "Three (3) percent per annum".

(b) Part II, Item V, 1, A (3), change to read "(3) Adopt a selective approach to the subsidization of fertilizer and other input costs in order to provide all categories of farmers with the necessary incentives to increase the production of maize and to reduce subsidies to manageable levels".

(c) Part II, Item V, 1, B (1) and (2), change to read "(1) Continue with the policy to reduce consumer subsidies..." etc. and "(2) Continue with the policy to reduce progressively the per unit maize subsidy..." etc.

(d) Part II, Item V, 1, D, change to read "D. Conduct a review of producer prices, marketing and processing for cassava, millet and sorghum in order to commercialize these agricultural commodities."

(e) Part II Item V 2, omit the sentence "In addition, the GRZ will support technical assistance efforts for continous review of credit delivery repayment criteria and loan supervision."

(f) Part II, Item V, 3(A), omit the sentence" Provide for complementary training and extension efforts in grain storage management."

(g) Part II, Item VB, omit this sentence completely.

VI. Both parties agreed (a) that these minutes would be signed at the time the Agreement is signed, (b) that these minutes would become part of the agreement, and (c) that the full agreement with the minutes sets forth the elements of understanding reached during the negotiations for the FY 81

Public Law 480 Title I Agreement between the Government of the Republic of Zambia and the Government of the United States of America.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

Signed at Lusaka, Zambia

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka June 20, 1982;
Entered into force June 20, 1982.
With minutes of negotiation.
And amending agreement
Signed at Lusaka July 16, 1982;
Entered into force July 16, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF ZAMBIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Zambia agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 4, 1978, [1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I COMMODITY TABLE:

Commodity	Supply Period U.S. Fiscal Year	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value $ (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	22,000	4.0
Soybean/ Cottonseed Oil	1982	4,300	1.9
Rice	1982	3,000	1.1
Total			7.0

Item II PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (CLCC)

A. Initial Payment - None;
B. Currency Use Payment - Amount five (5) percent for section 104 (A) purposes;
C. Number of installment payments - Thirty One (31);
D. Amount of each installment payment - Approximately equal annual amounts;
E. Due date of first installment payment - Ten (10) years after date of last delivery of commodities in each calendar year;
F. Initial interest rate - Two (2) percent;
G. Continuing interest rate - Three (3) percent.

[1] TIAS 10590; *ante*, 4228.

Item III USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (MT)
Rice	1982	1,900
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	76,000
Soybean/Cottonseed oil	1982	4,800

Item IV EXPORT LIMITATIONS:

A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which limitations apply:

For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are:

(A) For wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, bulgur, (or the same product under a different name);

(B) For soybean/cottonseed oil -- all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil, cottonseed oil, rapeseed oil, and any edible oil bearing seeds from which edible oils are produced; and

(C) For rice -- rice in the form of paddy, brown or milled.

Item V SELF HELP MEASURES

A. The Government of the Republic of Zambia agrees to undertake Self-Help measures to improve the production, storage and distribution of agricultural commodities. The following Self-Help measures shall be implemented to contribute directly to development progress in poor rural areas and to enable the poor to participate in increasing agricultural production through small farm agriculture.

B. In implementing these Self-Help Measures, which complement the overall objectives of the Third National Development

Plan (TNDP) and the Three Year Investment Plan, greater emphasis will be placed on increasing agricultural production by small scale farmers.

C. The Government of the Republic of Zambia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. The Government of the Republic of Zambia will continue to reinforce the Planning Unit within the Ministry of Agriculture and Water Development charged with undertaking comprehensive annual and ad hoc reviews of agricultural producer prices and maize and fertilizer subsidies.

2. The Government of the Republic of Zambia will:

   (i) continue to conduct a comprehensive review of all agricultural producer prices to (A) determine if there is sufficient incentive, especially for small rural farmers, to increase agricultural production, particularly maize, and (B) to implement timely, commensurate producer price increases based on sound principles of agricultural economics.

   (ii) Advise A.I.D. of such decisions in June of 1982.

3. The Government of the Republic of Zambia will:

   (a) continue to make it a practice to announce a comprehensive set of producer price incentives for a range of agricultural commodities (for example: maize, wheat, rice, soybeans, sunflower, milk, meat, honey, fish, sorghum, cassava, millet, cotton, groundnuts, etc; these being illustrative but not comprehensive) early enough in the year to allow farmers to make their investment decisions which will sustain satisfactory levels of agricultural production.

   (b) continue to implement the phased feasible reduction in the GRZ's maize and fertilizer subsidy requirements in accordance with the principles and subsidy reduction schedules as announced by the Government of the Republic of Zambia. That is, by 1983/84 reduce by 50% the 1980/81 estimated per unit fertilizer subsidy and per unit maize handling subsidy.

   (c) continue to adhere to the Government of Zambia's Three

Investment Plan, 1981 to 1982.

(d) appropriately increase the Recurrent Departmental Charges budget allocations in the Ministry of Agriculture and Water Development with the view towards more effectively supporting small farm development.

4. The Government of the Republic of Zambia will utilize the local currency proceeds attributable to this agreement to support mutually agreed agriculture projects and programs; for example, Agriculture Training Institutions, Agriculture Research, Department of Marketing and Co-ops and other expenditures in the Ministry of Agriculture's recurrent budget. The utilization of the local currency attributions is more fully described in the agreed minutes of the negotiations.

5. The Government of the Republic of Zambia will adopt procedures to improve the Ministry of Agriculture and Water Development's crop forecasting ability by improving the accuracy of the data base and the timeliness of the publication of the forecast.

6. In October the Government of the Republic of Zambia will furnish AID with a statement of the progress the Government has made in carrying out the above measures. This Self-Help Report will include a detailed report on local currency attributions.

Item VI ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of the Republic of Zambia from the sale of commodities financed under this agreement will be used for financing the Self-Help Measures set forth in the agreement, and for development in the agricultural and rural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Zambian people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Lusaka in duplicate this 20 day of June 1982.

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA
KEBBY S.K. MUSOKOTWANE
MINISTER OF FINANCE

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
WESLEY EGAN
CHARGE

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED FY 1982

PUBLIC LAW 480 TITLE I [1] SALES AGREEMENT

DATE: May 11, 1982 at 1000 hours

PLACE: Ministry of Finance Conference Room, Lusaka, Zambia

ATTENDING:

Government of the Republic of Zambia Delegation:

Chairman: Mr. K.R. Sivaprakasam, Assistant Secretary, (Loans and Investments), Ministry of Finance

Members: Mr. Hamilton Nhlane, Assistant Purchasing Manager, National Milling Co.
Mr. Gordon Ngwira, Purchasing Manager, Refined Oil Products (1975) Limited
Mr. J.H. Remba, Principal Research Officer, Ministry of Agriculture and Water Development
Mr. Labson Mwaba, Assistant Senior State Advocate, Ministry of Legal Affairs.

Government of the United States Delegation:

Mr. J.A. Patterson, Representative, United States Agency for International Development (A.I.D.)

Mr. J. O'Rourke, Food for Peace Officer, A.I.D.

Mr. S. Matale, Food and Agriculture Assistant, A.I.D.

1. The purpose of the meeting between representatives of the Government of the Republic of Zambia and the Government of the United States of America was to negotiate a U.S. fiscal year 1982 (October 1, 1981 to September 30, 1982) commodity sales agreement for $7.0 million under the U.S. Government Public Law 480 Title I program.

II. The Chairman of the Meeting, Mr. K.R. Sivaprakasam, read through the text of the Preamble, Parts I and III of the August 4, 1978 PL 480 Title I Agreement, and both parties agreed that the text was acceptable and would be incorporated by reference in the 1982 Agreement being negotiated.

III. The U.S. delegation reviewed the text of the draft agreement with the Zambian delegation and explained that:

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

1. The Commodity commitment on the part of the U.S. under the Agreement is in terms of dollar values and not tonnage quantities. At the time the Agreement was drafted it was estimated that $4.0 million would purchase approximately 22,000 metric tons of wheat, $1.9 million would purchase approximately 4,300 metric tons of Soybean/Cotton Seed Oil, and $1.1 million would purchase 3,000 metric tons of rice. However, if when the Zambian Government actually makes the purchase of the commodities, the prices of wheat, vegetable oil or rice are lower, more than the stated quantity may be purchased up to the $7.0 million level. On the other hand, if wheat, vegetable oil and/or rice prices rise, the quantities financed under this agreement will be reduced accordingly.

2. The Agreement calls for a Currency Use Payment (CUP) of five (5) percent.

3. The Agreement provides for a Usual Marketing Requirement (UMR) of 76,000 MT for wheat, 1,900 metric tons for rice, and 4,800 metric tons for vegetable oil. This UMR is based on an average of Commercial imports for a five-year period. Only commercial purchases/imports from non-communist countries are eligible for UMR computations.

4. The Agreement calls for limitations on the export from Zambia of wheat/wheat flour, rolled wheat, semolina, farina, bulgar (or similar product), all edible vegetable oils and rice in the form of paddy, brown or milled.

5. At least 50% of the PL 480 Title I commodity must be moved on U.S. flag vessels, if available, at fair and reasonable rates.

6. In order to accomplish early procurement and shipment of the commodities, the Government of the Republic of Zambia should (a) make all arrangements for the necessary Letter of Credit for the commodities, the ocean freight and the inland transportation, and (b) initiate the purchasing process as soon as possible after the Agreement is signed. This process includes the following:

(a) Appoint and dispatch to Washington, D.C. fully authorized representatives of the Government of the Republic of Zambia to undertake the required action.

(b) Relay via cable to the Zambian Embassy in Washington D.C. all necessary instructions, information and authority necessary to ensure timely commodity purchases and implementation of the Agreement.

(c) Submit to the U.S. Department of Agriculture (USDA)

a written request for a Purchase Authorization (PA).

(d) After USDA approval of the Zambian Government's Purchase Authorization, prepare and issue invitation for bids (IFB's)

(e) Officially designate the Zambian and U.S. banks which will handle the Letters of Credit.

(f) Act expeditiously to open operable and irrevocable Letters of Credit in favor of supplier(s) of grain and freight for 100 percent of the grain and 100 percent of the ocean freight costs. The Letters of Credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable Letters of Credit for both the commodity and the ocean freight are not available at the time of loading. This has resulted in costly claims by vessel owners for demmurage and/or detention claims and carrying charges by commodity suppliers.

(g) If a Purchasing Agent and Shipping Agent is nominated, submit this nomination to the U.S. Department of Agriculture in writing, accompanied by the proposed agency agreement for the U.S. Department of Agriculture approval.

7. The purchase of the wheat, vegetable oil and rice under the Agreement will be made on the basis of invitations for bids (IFB's) publicly advertised in the U.S.A. and on the basis of bids (offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under the IFB's must be consistent with open competitive and responsive bid procedures.

The terms of all IFB's, including IFB's for ocean freight, must be approved by the Agriculture Services (FAS), USDA, prior to issuance.

8. Reporting by the Government of the Republic of Zambia is an essential part of the Agreement. In the past, some of these reports have not been timely and/or complete, and this has caused delays in the signing of the agreements. The Government of the Republic of Zambia is responsible for the timely submission of the following reports:

(a) Quarterly Compliance Reports which are submitted at the end of each quarter during the supply period. Each report includes official Government of the Republic of Zambia information regarding imports and exports of the food commodities included in the agreement. NMC and ROP (1975) Ltd. would normally prepare these reports.

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(b) Shipping and Arrival Reports which provide details on the arrival of the ships carrying the commodities delivered to Zambia under this agreement. These reports are completed for each ship and submitted to the U.S.A.I.D. shortly after the arrival of the commodities in Zambia. NMC and ROP (1975) Ltd. would normally prepare these reports.

(c) The Annual Self-Help Report which is due in the U.S.A.I.D. on November 15, 1982 must contain specific information regarding progress the Government of the Republic of Zambia has made in implementing the Self-Help Measures in the Agreement.

(d) The Local Currency Proceeds Report which reports the use of local currency proceeds generated under this Agreement. For this Agreement the Local Currency Proceeds Report should be submitted to the U.S.A.I.D. as soon as possible after the use of the proceeds.

9. It is important for the Government of the Republic of Zambia to provide the United States Government with an assessment of the transportation situation on a periodic basis so that U.S.A.I.D. can confirm that the U.S. commodities purchased under this agreement can be shipped and railed to Zambia in a timely manner, and stored and distributed therein in accordance with the agreement. This assessment is needed to ensure that adequate storage facilities are available locally at the time of exportation to prevent spoilage or loss of the commodity.

10. This fiscal year's request for PL 480 Title I has been delayed, and, as a result, the agreement will be signed late in the U.S. fiscal year and there will be time constraints on the shipments. In order to avoid such unnecessary time constraints in the future it would be most helpful if the Government of the Republic of Zambia requested PL 480 assistance in the early part of each U.S. fiscal year (i.e., October or November of each year).

IV. The delegation from the Government of the Republic of Zambia assured the United States Government delegation that:

1. The Government of the Republic of Zambia will arrange to establish (a) operable and irrevocable Letters of Credit for 100 percent of both the commodity and ocean freight prior to the purchase of the commodity and the booking of the vessels, and (b) make prompt transfer of funds to cover the ocean freight and inland transport of the commodity purchased under the agreement.

   The Zambian delegation requested consideration for simultaneous reimbursement of ocean freight differentials. The U.S. delegation took note of the request and assured the delegation of the Government of the Republic of Zambia that the request would be transmitted to appropriate authorities in Washington.

2. The Government of the Republic of Zambia, through the National Milling Company Ltd. (NMC) and Refined Oil Products Ltd. (ROP), will (a) make the necessary arrangements to relay to the Zambian Embassy in

Washington, D.C. all the necessary instructions, information and authority to implement the agreement, (b) use the services of the U.S.A.I.D. communications/ cable network to relay parallel messages to Zambian officials in Washington D.C., and (c) upon arrival in the U.S. contact the Program Operations Division, Export Credits, Foreign Agriculture Services, U.S.D.A., telephone, Area Code 202,447-5780 for further assistance in purchasing the commodities.

3. If the NMC and ROP decide to engage a Shipping Agent, the representative(s) travelling to Washington will notify the U.S. Department of Agriculture (USDA) and provide USDA with a copy of the agreement with the Shipping Agent.

4. The Government of the Republic of Zambia representative(s), with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process, will travel to Washington as soon as possible after the agreement is signed to implement the agreement. This team will probably be composed of Mr. Frank J. Mkwanazi, General Manager, National Milling Company Ltd., Mr. C.B. Chimanga, General Manager, Refined Oil Products Ltd., Mr. Gordon Ngwira, Purchasing Manager, Refined Oil Products Ltd., Legal Counsel from Indeco Ltd., and others as appropriate.

5. The banks which will be handling the financial operations related to this agreement, and through which Letters of Credit will be opened for the commodities and ocean freight, are (a) The Bank of Zambia, (b) Barclay's Northend Branch in Lusaka, and (c) Barclay's Bank, New York in the United States.

6. The Government of the Republic of Zambia, through NMC and ROP, will provide the U.S.A.I.D. in Lusaka with (a) Quarterly Compliance Reports on the appropriate forms and at the appropriate time, and (b) Shipping and Arrival Reports as soon as possible after the vessels discharge and the commodity arrives in Zambia.

7. The Government of the Republic of Zambia will provide U.S.A.I.D. with its Annual Self-Help Report and Local Currency Use Report on a timely basis.

8. The Government of the Republic of Zambia, through NMC and ROP, will provide the U.S.A.I.D. in Lusaka with regular informal reports and information on the transport and distribution of the commodities financed under this Agreement.

9. The Government of the Republic of Zambia will implement the purchase contracts for the wheat, rice, and vegetable oil as soon as possible after the signing of the agreement.

10. The Government of the Republic of Zambia will ship the commodities provided for under the U.S. FY 82 Agreement to the port of Dar es Salaam or as designated by the NMC

and ROP. NMC and ROP, in turn, will direct where the food is stored and, depending on stock positions and need, in which areas of the country it is distributed. The commodities, in turn, will be sold to wholesalers, retailers and consumers through the regular, established wheat, rice and veg oil distribution networks at national prices fixed by the Government of the Republic of Zambia.

11. The Government of the Republic of Zambia would publicise in the local press the signing of the Agreement and the arrival of each ship carrying the commodity financed under this Agreement.

V. Referring to item 4 of the Self-Help Measures, the delegation from the Government of Zambia assured the United States Government delegation that, in view of the new PL480 Title I legislation calling for more specific and measurable Self-Help terms, the local currency proceeds attributable to this agreement will be used to support the following items in the Republic of Zambia's fiscal year 1982 budget for the Ministry of Agriculture and Water Development.

Capital Budget Items

321	Loans and Investments/Provincial Co-ops	K1.200 million
389-01	Zam-Can Wheat Scheme	K0.067 million
389-02	Department of Agriculture	K0.942 million
389-03	Department of Veterinary and Tsetse Control Services	K1.040 million
389-04	Training Institutions	K0.200 million
389-05	Agriculture Research	K0.715 million
389-06	Department of Water Affairs	K0.967 million
389-07	Department of Marketing & Cooperatives	K0.274 million
389-09	Fisheries Department	K0.254 million
	Sub total	K5.659 million

Recurrent Budget Items

- Travelling on Duty	K0.165 million
- Department of Veterinary and Tsetse Control Services	K0.580 million
- Training Institution	K0.078 million
- Agriculture Research	K0.115 million
- Department of Marketing and Cooperatives	K0.191 million
- Farming Information Services	K0.049 million
- Cooperative College	K0.018 million
Sub Total	K1.557 million
Grand Total	K7.216 million

VI. It was agreed that if there were unforeseen events which necessitated a reordering of local currency use priorities, both parties would review the agreed uses with a view toward appropriate reordering.

VII. Both parties agreed that (a) these minutes would be signed at the time the Agreement is signed, (b) these minutes would become part of the Agreement, and (c) the full agreement with the minutes sets forth the elements of understanding reached during the negotiations for the FY 82 Public Law Title I Agreement between the Government of the Republic of Zambia and the Government of the United States of America.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WESLEY EGAN
CHARGE
Signed at Lusaka, Zambia.

20th June, 1982

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA

KEBBY S.K. MUSOKOTWANE
MINISTER OF FINANCE

AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF ZAMBIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

This Amendment amends Part II of the Agreement between the Government of the United States of America and the Government of the Republic of Zambia dated June 20, 1982, for the sale of specified agricultural commodities as follows:

Delete Item I Commodity Table in its entirety and insert in lieu thereof the following:

"Item I COMMODITY TABLE:

Commodity	Supply Period U.S. Fiscal Year	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value $ (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	20,600	3.1
Soybean/ Cottonseed Oil	1982	4,300	1.9
Rice	1982	6,500	2.0
Total			7.0"

Except as amended above, the terms and conditions of the June 20, 1982 Agreement remain unchanged and the Agreement remains in full force in effect.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Amendment.

Done at Lusaka in duplicate this 16th day of July, 1982.

FOR THE GOVERNMENT OF THE
REPUBLIC OF ZAMBIA

N.P. MAGANDE
ACTING PERMANENT SECRETARY
MINISTRY OF FINANCE

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

WESLEY W. EGAN
CHARGE D'AFFAIRES A.I.

BOLIVIA

Agricultural Commodities

Agreements amending the agreement of May 31, 1978, as amended.
Effected by exchange of notes
Signed at La Paz May 19, 1980;
Entered into force May 19, 1980.
And exchange of notes
Signed at La Paz August 14, 1982;
Entered into force August 14, 1982.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

LA PAZ, *May 19, 1980*

No. 18

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 31, 1978, as amended by exchanges of notes dated September 1, 1978, May 2, 1979, September 24, 1979, December 6, 1979, and February 28, 1980, [1] and to propose that that agreement be further amended as follows:

1. In Part II *Particular Provisions,* Item I, *Commodity Table,* on the line beginning "Wheat/Wheat Flour (Wheat Basis)—1980", under appropriate column headings change "73,000" to "95,000" and "13.4" to "17.3".

2. In Annex A, Item III change paragraph designations from "B, C, D, E, F, G" to "C, D, E, F, G, H" and add the following as new paragraph B:

B. Disbursements of funds from the special account for purposes set forth in the Agreement in an amount equivalent to the dollar value of the credit furnished by the government of the exporting country under the Agreement shall be deemed to be payment of all installments of principal and interest payable thereon for the com-

[1] TIAS 9518, 9659; 30 UST 5597; 31 UST 5106.

modities purchased by the government of the importing country pursuant to the Agreement.

3. In Annex B make the following changes:

A. Delete Section II *Summary Program Description* of Annex B and substitute therefor the new Section II *Summary Program Description* which is attached to this note and forms a part of this amendment.

B. In Section III, *Implementation Arrangements,* add the following phrase at the end of subsection B2(a) "and to assist in designing and implementing the projects as necessary".

C. In Section III, *Implementation Arrangements,* delete subsection C and substitute therefor the following revised subsection C:

Program Management Budget Requirements

The total operating costs of the Secretariat and the Coordinating Units will be funded from Title III generations.

ILLUSTRATIVE ANNUAL BUDGET FOR PROGRAM MANAGEMENT

[In U.S. dollars]

Annual Operating Expenses:	
Salaries	$235,800
Consultants	6,000
JCRD Office Rent	15,000
Utilities and Telephone	1,600
Office Supplies	14,000
In-Country Travel	7,600
In-Country Per Diem	22,000
Miscellaneous Expenses	10,000
Inflation Factor	8,000
Total	320,000
5-year Operating Expenses	1,600,000
Capital Expenditures (Office Furniture, Equipment)	100,000
Total Program Management Budget	1,700,000

D. Delete Table I to Annex B and substitute therefor the revised Table I to Annex B which is attached to this note and forms a part of this amendment.

All other terms and conditions of the May 31, 1978 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, to be effective on the date of your note in reply.

TIAS 10595

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

MARVIN WEISSMAN

His Excellency
DR. GASTÓN ARAOZ LEVY
Minister of Foreign Affairs and Worship
La Paz

II. SUMMARY PROGRAM DESCRIPTION

A. Program Budget

The summary budget for the Food for Development Program is presented in Table 1 attached.

B. Specific Project Descriptions

The Government of the importing country agrees to undertake the projects described below over a six-year period. Background for specific projects can be found in the Proposal of the Bolivian Government for PL 480, Title III,[1] Food for Development Program submitted February 17, 1978.

1. Wheat Collection Centers

This project will increase the number of wheat collection centers from the present seven to approximately 25. Each new center will have approximately 616 metric tons of storage capacity and will be equipped with silos, weighing equipment, grading equipment, bags, office facilities and one or two trucks to transport grain. Each center will also have a rotating fund to pay the small farmers at the time they deliver their grain to the center.

II. DESCRIPCION RESUMIDA DEL PROGRAMA

A. Presupuesto del Programa

El resumen del presupuesto para el programa de Alimentos para el Desarrollo se presenta en el Cuadro 1 adjunto.

B. Descripciones Específicas del Proyecto.

El Gobierno del país importador conviene en llevar a cabo los proyectos descritos abajo sobre un período de seis años. Los antecedentes de los proyectos específicos se podrán encontrar en la propuesta del Gobierno de Bolivia al Programa de Alimentos para el Desarrollo PL 480, Título III, sometido el 17 de febrero de 1978.

1. Centros de Acopio de Trigo

Este proyecto incrementará el número de los centros de acopio de trigo de los 7 actualmente existentes a aproximadamente 25. Cada nuevo centro tendrá aproximadamente 616 toneladas métricas de capacidad y estará equipado de silos, equipos de peso, de clasificación, bolsas, facilidades de oficina y uno o dos camiones para transportar el grano. Cada centro tendrá además un fondo rotativo para pagar a los pequeños agricultores el importe de su entrega de grano.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Implementation Targets / Metas de Implementación				
	Año 79 / CY 79	Año 80 / CY 80	Año 81 / CY 81	Año 82 / CY 82	Año 83 / CY 83
Number of Centers in Operation / Número de Centros de Operación	7	10	13	19	25
Revolving Fund Operating / Fondo Rotativo en Operación	X	-	-	-	-

[1] 68 Stat. 455; 7 U.S.C. § 1727.

FINANCIAL PLAN
PLAN FINANCIERO
(U.S.$000)
(en Miles de Dolares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Total Total
Rotating Fund Fondo Rotativo	289	690	900	888	2,767
Construction of Centers Construcción de Centros	127	330	500	400	1,357
Operations Costs Costos de Operación		45	100	100	245
Vehicles Vehículos	146	135	200	150	631
Totals Totales	562	1,200	1,700	1,538	5,000

2. Development of Integral Cooperatives

Financing will be provided to approximately 10 new integral cooperatives and a national federation to defray the cost of professional management, business equipment and facilities, initial operating cost deficits and other expenses required to put the organizations on a sound business basis. It is anticipated that the typical new cooperative will require such assistance for approximately three years.

2. Desarrollo de Cooperativas Integrales

Se proveerá financiamiento para aproximadamente 10 nuevas cooperativas integrales y una federación nacional para sufragar los gastos de administración a nivel profesional, equipo y facilidades, déficits iniciales en los costos operacionales y otros gastos requeridos para poner las organizaciones en estado de poder operar comercialmente. Se anticipa que una nueva cooperativa típica requerirá de asistencia por aproximadamente tres años.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

			Implementation Targets Metas de Implementación				
	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total Total
Number of Established Cooperatives Número de Cooperativas Establecidas	4	4	5	6	8	10	10
Number of New Cooperatives Número de Cooperativas Nuevas	-	1	1	2	2	-	6
Establishment of Federation Establecimiento de la Federación	-	-	X	-	-	-	1

FINANCIAL PLAN
PLAN FINANCIERO
(U.S.$000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Start-up Costs of Presently Existing Coops. Gastos de Arranque de Cooperativas Existentes	51	383	91	35	-	-	560
Start-up Costs of New Coops. Gastos de Arranque de Cooperativas Nuevas	-	95	200	510	445	260	1,510
Start-up Costs of Federation Gastos de Arranque de la Federación	-	292	298	250	90	-	930
Totals Totales	51	770	589	795	535	260	3,000

3. Colonization Road

The project will improve and broaden the gravel surface of the Chané-Piraí road to eight meters, as well as provide for installation of proper drainage infrastructure.

3. Camino de Colonización

El proyecto financiará el mejoramiento y ensanchamiento a ocho metros de la superficie ripiada y también proveerá para la instalación de infrastructura apropiada de alcantarillado para la carretera Chané-Piraí.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Total
Improvement of Chané-Piraí Highway Mejoramiento carretera Chané-Piraí	-	-	Completed	-
Cost ($000) Costo (US$000)	588	786	126	1,500

4. Farm Service Centers

This activity will consist of the construction and equipping of some 70 service outreach facilities and homes for field extension workers in the public agricultural sector. The aim is to establish a center for rural development in each of Bolivia's provinces where the activities of the various public sector

4. Centros de Servicio Agrícola

Esta actividad se abocará a la construcción y equipamiento de unas 70 facilidades de oficinas y viviendas para los trabajadores de campo del sector agrícola. La intención es establecer un centro para desarrollo rural en cada una de las capitales provinciales de Bolivia donde se podrán coordinar las actividades

institutions working in rural development can be cordinated and where the campesino can receive assistance from the technical, community development and rural credit services, as well as the Agrarian Reform and Forestry Development Corporation. The Ministry of Campesino Affairs and Agriculture and the Executive Secretariat of the Joint Commission for Rural Development will jointly manage a staff of architects and engineers to design and supervise the construction of the facilities.

de las varias instituciones del sector público que trabajan en el desarrollo rural y donde los campesinos puedan recibir asistencia de las oficinas técnicas, de desarrollo de la comunidad, de los servicios de crédito rural, tanto como de Reforma Agraria y la Corporación de Desarrollo Forestal. El Ministerio de Asuntos Campesinos y Agropecuarios y la Secretaría Ejecutivo de la Comisión Conjunta de Desarrollo Rural estarán a cargo del manejo de un equipo de arquitectos e ingenieros para el diseño y supervisión de la construcción de las facilidades.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Implementation Targets / Metas de Implementación					
	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Number of Centers Designed / Número de Centros Diseñados	20	20	20	10	-	70
Number of Centers Completed / Número de Centros Completados	6	18	18	20	8	70

FINANCIAL PLAN
PLAN FINANCIERO
(US$ 000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Design and Supervision / Diseño y Supervisión	24	96	100	100	100	80	500
Center Construction / Construcción de Centros	-	1,100	1,800	2,000	1,750	350	7,000
Center Equipping / Equipamiento de Centros	-	50	200	200	150	100	700
Totals / Totales	24	1,246	2,100	2,300	2,000	530	8,200

5. Pesticide Control and Plant Quarantine Program

The aim of this effort is the establishment of a program to guide the use of chemical applications by the small farm sector and to provide protection from insect and plant disease problems related to plant importation. Project funds will be used to provide additional personnel, laboratory facilities, equipment and construction of control posts for the Plant Sanitation Office of the Ministry of Agriculture and Campesino Affairs.

5. Programa de Control de Pesticidas y Cuarentena de Plantas

La finalidad de este esfuerzo es establecer un programa para guiar el uso de las aplicaciones de pesticidas por los pequeños agricultores y proporcionar protección contra problemas de insectos y enfermedades de plantas originados por la importación de plantas. Los fondos del proyecto se utilizarán para proporcionar facilidades adicionales de personal y laboratorio, equipo y construcción de puestos de control a la oficina de Sanidad Vegetal del Ministerio de Asuntos Campesinos y Agropecuarios.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Implementation Targets / Metas de Implementación				
	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83
Additional Personnel (No.) / Personal Adicional (No.)	12	9	4	-	-
Laboratory / Laboratorio	-	-	In Operation	-	-
Percent of Project Costs Defrayed by GOB (Cumulative) / Porcentaje del Costo del Proyecto sufragado por el Gobierno (Acumulativo)	-	-	11	35	60
Control Posts / Puestos de Control	-	1	1	1	-

FINANCIAL PLAN
PLAN FINANCIERO
(U.S.$000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Total
Salaries Salarios	29	122	122	65	-	338
Laboratory Construction Construcción de Laboratorio	20	60	-	25	45	150
Mis. Operating Costs Costos de Operación Varios	35	90	96	103	108	432
Laboratory and Control Post Equipment Equipo de Laboratorio y de Puestos de Control	53	107	85	85	-	330
Vehicles Vehículos	66	66	33	7	8	180
Training Entrenamiento	10	10	25	25	-	70
Totals Totales						
Title III Funding Financiamiento Título III	213	455	361	310	161	1,500
GOB Funding Fondos del Gobierno	-	-	45	165	240	450

6. Departmental Development Corporations - Rural Development Projects

Assistance will be provided to Departmental Development Corporations to improve their planning, project identification and capability to analyze projects. The funds will also be used to finance rural development sub-projects which will benefit small farmers. Funding will be administered by the Development Corporations and made available for projects such as enterprises for improved marketing, efforts to decrease cost of agricultural inputs, incentives to

6. Corporaciones de Desarrollo Departamental - Proyectos de Desarrollo Rural

Se proporcionará asistencia a las Corporaciones de Desarrollo Departamental para mejorar su capacidad de planificar, su capacidad de identificar proyectos y analizarlos. Los fondos serán usados asimismo para financiar sub-proyectos de Desarrollo Rural que beneficien a pequeños agricultores. Los fondos serán administrados por las Corporaciones de Desarrollo y puestos a disposición para proyectos tales como empresas para mejorar

expand land utilization, introduce productive technology, and raise incomes of the small farm sector. The Development Corporations will also execute the following two projects, Community Conservation and Small Irrigation.

sistemas de mercadeo, esfuerzos por bajar los costos de insumos agrícolas, mejorar los incentivos para expandir la utilización de tierras, introducir tecnologías productivas y aumentar los ingresos de los pequeños agricultores. Las Corporaciones de Desarrollo también ejecutarán los dos proyectos siguientes, Conservación de la Comunidad y Microriego.

FINANCIAL PLAN
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	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Value of Projects Valor de los Proyectos	328	4,240	3,500	4,399	4,124	1,759	18,350

7. Community Conservation Projects

This project will finance community conservation activities, such as reforestation, construction of check dams, land-shaping, terracing and wind breaks. Participating communities will be paid for labor, through World Food Program food for work donations. Some 368 communities will be benefitted over the five-year life of the project.

7. Proyectos de Conservación de la Comunidad

Este proyecto financiará actividades de conservación comunal, tales como reforestación, construcción de diques de control, moldura de tierras, terrazas y rompevientos. Las comunidades participantes serán pagadas por el trabajo por medio de donaciones de alimentos para trabajo a través del Programa Mundial de Alimentos. Aproximadamente 368 comunidades serán beneficiadas durante los 5 años de vida del proyecto.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Cost ($000) Costo (U.S.$000)	250	1,000	250	250	250	2,000
Number of Hectares Reforested No. de Has. Reforestadas	-	2,758	2,758	2,758	2,758	11,032

8. Small Irrigation Systems

Project funds will be used to finance a portion of the cost of constructing retaining dams and principal canals for small irrigation systems throughout Bolivia. Approximately 25 systems will be built. Individual systems will irrigate 100, 200, or 300 hectares and will affect 20, 50, or 100 farm families. Systems will be constructed utilizing local community contributions in cash, labor, or local materials.

8. Sistemas de Microriego

Los fondos del proyecto serán utilizados para financiar una porción del costo de construcción de represas y canales principales para sistemas de microriego en el territorio de Bolivia. Serán construidos aproximadamente 25 sistemas. Los sistemas irrigarán 100, 200 o 300 hectáreas y afectará a 20, 50 o 100 familias de agricultores. Los sistemas serán construidos utilizando una proporción substancial de la contribución local en efectivo, trabajo o materiales locales.

FINANCIAL PLAN AND IMPLENENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

				Implementation Targets Metas de Implementación			
	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Number Systems Constructed No. de Sistemas Construidos	-	3	4	5	6	7	25

FINANCIAL PLAN
PLAN FINANCIERO
($ 000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Cost Costo	57	950	500	500	493	-	2,500

9. Expanded Small Farmer Credit Program

The activity will provide credit to approximately 20,475 small farmers over a five-year period. About half of the credit will go to production and half to medium and long-term small farm investment. The program will also finance a pilot agro-credit insurance effort which is a combination of crop insurance and credit insurance, with a about 1,650 farmers to be insured over the life of the project.

9. Programa Expandido de Credito a Pequeños Agricultores

La actividad proporcionará crédito aproximadamente a 20.475 pequeños agricultores en los cinco años del proyecto. Mas o menos la mitad del crédito irá a la producción y la otra mitad a inversiones de mediano y largo plazo. El programa financiará también un plan piloto de seguro agro-crediticio, que es una combinación de seguro de cosecha y crédito con aproximadamente 1.650 agricultores asegurados durante la vida del proyecto.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

			Implementation Targets / Metas de Implementación				
	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
New BAB Agencies / Nuevas Agencias BAB	-	5	5	-	-	-	10
Number of Farmers in SFCP / No. de Agricultores en el PCPA	654	2,916	2,990	4,083	4,649	5,183	20,475
Number of Farmers in Agro-Credit Insurance Program / No. de Agricultores en el Programa de Seguro Agro-Crediticio.	-	150	400	825	1,650	-	1,650

FINANCIAL PLAN
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	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
Installation BAB Offices / Instalación Oficinas BAB	-	100	100	-	-	-	200
Operating Costs / Costos de Operación	200	200	200	-	-	-	600
Loan Capital; Insurance / Capital de Préstamo; Seguro	1,318	2,257	1,992	3,471	3,762	2,400	15,200
Totals / Totales	1,518	2,557	2,292	3,471	3,762	2,400	16,000

10. Campesino Scholarship Fund

The project will provide scholarships for poor farm children to continue a higher level of education than that available in their own communities. Funds will pay for room and board for some 4,430 scholarships over a five-year period.

10. Fondo de Becas para Campesinos

El proyecto proveerá becas para ninos de agricultores pobres para continuar estudios a un nivel mas avanzado que el disponible en su propia comunidad. Los fondos proveerán alimentos y alojamiento para casi 4.430 becarios en los cinco años del proyecto.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Año 84 CY 84	Total
No. of Scholarships Número de Becas	610	980	980	980	880	4,430
Cost ($ 000) Costo (US$000)	241	420	437	458	444	2,000

11. Rural Development Studies

Funds will be used to finance a series of studies of problems affecting the small farmer which have not yet been adequately examined. Conclusions will be directed toward the solving of these problems through specific projects or through appropriate policy decisions. Among the studies to be undertaken are the following:

a) Identification of Appropriate Cereal Production areas.

b) Agricultural Development Project Identification.

c) Feasibility of establishing a Middle-level Agricultural School.

Other studies will be carried out as they are defined.

11. Estudios de Desarrollo Rural

Los fondos serán utilizados para financiar una serie de estudios sobre problemas que afectan a los pequeños agricultores y que no hayan sido examinados adecuadamente. Las conclusiones serán dirigidas hacia la solución de estos problemas mediante proyectos específicos o políticas adecuadas, Entre los estudios a ser realizados figuran:

a) Identificación de Areas Apropiadas de Producción de Cereales.

b) Identificación de Proyectos de Desarrollo Agrícola.

c) Factibilidad de establecimiento de una Escuela Agrícola de Técnicos Medios.

Otros estudios se llevarán a cabo a medida que se vayan identificando.

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

Completion Dates Fecha de Terminación	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83
Cereal Production Areas Areas de Producción de Cereales			X		
Specific Project Identification Identificación Proyectos Específicos		X			
Agricultural School Escuela Agrícola				X	
Other Studies Otros Estudios				X	X

FINANCIAL PLAN
PLAN FINANCIERO
($ 000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Total
Cereal Production Areas Areas de Producción de Cereales	-	200	50	-	-	250
Specific Project Identification Identificación Proyectos Especificos	-	250	50	-	-	300
Agricultural School Escuela Agrícola	-	50	150	50	-	250
Other Studies Otros Estudios	-	-	-	200	300	500
Totals Totales	-	500	250	250	300	1,300

12. Communicable Disease Control Among Campesinos

The financing made available will assist the Government of Bolivia to develop or expand epidemiological surveillance, case finding, control and research of several major communicable diseases affecting campesino workers, such as: tuberculosis, chagas' disease, malaria, measles, polio and others. The project will also assist in construction and equipping of two medical centers in areas where workers and farmers are exposed to such diseases. Implementation targets and indicators will be refined as a consequence of epidemiological surveys; therefore, the following indicators are illustrative:

FINANCIAL PLAN AND IMPLEMENTATION TARGETS

Implementation Targets

Eliminate malaria mortality. Spraying of:
--150,000 rural homes for malaria;
Vaccination against and/or curative treatment for:
--Test 177,000 cases of TB, treat 32,000 sick;

12. Control de Enfermedades Contagiosas entre Campesinos

El financiamiento estará disponible para asistir al Gobierno de Bolivia en el desarrollo o expansión de la vigilancia epidemiologica, identificación de casos, control e investigación de varias enfermedades contagiosas que afecten a los campesinos tales como: tuberculosis, mal de Chagas, malaria, sarampión, polio y otros. El proyecto también apoyará la construcción y equipamiento de dos centros médicos en áreas donde obreros y agricultores estan expuestos a tales enfermedades. Las metas de implementación e indicadores serán refinadas como consecuencia de los estudios epidemiológicos; por lo tanto, los siguientes indicadores son ilustrativos.

PLAN FINANCIERO Y METAS DE IMPLEMENTACION

Metas de Implementación

Eliminar la mortalidad por la malaria.
Fumigación de:
--150.000 viviendas para la malaria;
Vacunación contra y/o tratamiento de:
--177.000 casos de tuberculosis, atender 32.000 enfermos;

--BCG vaccinations for 1,000,000 children;
--400,000 vaccinations against measles.
--530,000 vaccinations against diptheria tetanus and polio.
Study chagas infectation over 3 years.
Establish 2 occupational health centers to treat 18,000 workers.

--BCG vacunas para 1.000.000 niños;
--400,000 vacunas contra sarampión
--530.000 vacunas contra dipteria, tetanus y polio
Estudiar mal de chagas en 3 años.
Establecer 2 centros de salud ocupacional para atender 18.000 trabajadores.

FINANCIAL PLAN
PLAN FINANCIERO
(US$ 000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Año 82 CY 82	Año 83 CY 83	Total
Epidemiological Surveys (Travel, Per diem) Estudios Epidemiológicos (Viajes, Viáticos)		400	500	500	400	1,800
Commodities, Drugs, Equipment & Supplies Insumos, Drogas, Equipos y Materiales	350	350	600	600	600	2,500
Operational Subsidy (Additional Personnel) Subsidios Operacionales (Personal Adicional)	850	850	1,000	1,000	1,000	4,700
Occupational Health Centers Centros de Salud Ocupacional	30	208	61	150	-	1,000
Totals Totales	1,230	1,808	2,712	2,250	2,000	10,000

13. Improved Nutrition

The aim of this project is to promote new activities and improve on-going programs directed toward improving the nutritional status of the rural poor, particularly children under six and pregnant and lactating women.

Financing will be provided to the National Food and Nutrition Institute over a two-year period to implement nutrition programs which are needed but are not being carried out by any other agency. With this financing, the institute in coordination with other donors and agencies, will assist in achieving the following goals:

13. Mejoramiento de Nutrición

La finalidad de este proyecto es de promover nuevas actividades y mejorar los proyectos en marcha dirigidos al mejoramiento del nivel nutricional de los habitantes rurales pobres, particularmente niños de menos de seis años y mujeres embarazadas o lactantes.

El financiamiento será provisto al Instituto de Alimentación y Nutrición por un periódo de dos años para la implementación de programas que sean necesarios y que no estén siendo realizados por otras agencias. Con este financiamiento el Instituto, coordinando con otros donantes y agencias, asistirá en lograr las metas siguientes:

FINANCIAL PLAN AND IMPLEMENTATION TARGETS
PLAN FINANCIERO Y METAS DE IMPLEMENTACION

By 1980:

- The Institute will provide technical assistance to the entire national food and nutrition system.
- The Institute will support and coordinate subsidized food distribution programs in Bolivia.
- Recipients of such programs - 119,000 pregnant and lactating mothers and 291,000 children show higher nutritional status than they now have.
- Reduction and prevention of goiter among some 330,000 persons.
- Initiation of pilot programs to increase protein intake by 6% among 0.7% of the population.
- 1,300 malnourished children being treated annually through primary health system.
- 10,000 pregnant women receiving iron supplements for anemia.
- Mass media nutrition education programs reaching some 18% of the total population, primarily in rural areas.

Por 1981:

- El Instituto dotará asistencia técnica al sistema entero nacional de alimentación y nutrición.
- El Instituto coordinará y apoyará los programas de distribución de alimento subsidiado en Bolivia.
- Los beneficiarios de dicho programa - 119,000 madres embarazadas y lactantes y 291,000 niños mostrarán una condición nutricional mejor de la que actualmente tienen.
- Reducción y prevención de gocio en 330,000 personas.
- Iniciación de programas pilotos para aumentar el consumo de proteinas en un 6% en el 0.7% de la población.
- 1.300 niños desnutridos tratados anualmente encel sistema de salud primaria.
- 10.000 mujeres embarazadas recibiendo tratamiento de hierro para anemia.
- Programa de educación nutricional masiva que alcance a un 18% de la población en las áreas rurales.

FINANCIAL PLAN
PLAN FINANCIERO
(US$ 000)
(en Miles de Dólares)

	Año 79 CY 79	Año 80 CY 80	Año 81 CY 81	Total
Salaries Salarios	140	304	4	448
Program Operating Cost Costo de Operación del Programa	-	114	-	114
Equipment & Supplies Equipos y Suministros	60	142	-	202
Baseline Studies Estudios de Datos de Base	46	190	-	236
Totals Totales	246	750	4	1,000

E. Delete Table I to Annex B and substitute therefore the following revised Table I:

E. Suprimir el Cuadro 1 del Anexo B y sustituir en su lugar el siguiente Cuadro 1 revisado.

TABLE 1
CUADRO 1

SUMMARY BUDGET FOOD FOR DEVELOPMENT PROJECTS
PRESUPUESTO RESUMIDO PARA LOS PROYECTOS DE ALIMENTACION PARA EL DESARROLLO
CALENDAR YEARS 1979-1984
AÑOS CALENDARIO 1979-1984
(U.S.$ 000)
(en Miles de Dólares)

	1979	1980	1981	1982	1983	1984	Total
I. Anticipated Proceeds for Sales of Commodities:							
I. Generaciones Previstas de la Venta de Productos:	10,240	11,894	18,066	16,800	18,000	-	75,000
II. Uses by Sector:							
II. Usos por Sector:							
Agriculture & Rural Development							
Desarrollo Rural y Agropecuario							
- Wheat Collection Centers Centros de Acopio de Trigo	562	1,200	1,700	1,538	-	-	5,000
- Development of Integral Coops. Desarrollo de Coops. Integrales	51	770	589	795	535	260	3,000
- Colonization Roads Caminos de Colonización	588	786	126	-	-	-	1,500
- Farm Service Centers Centros de Servicio Agropecuario	24	1,246	2,100	2,300	2,000	530	8,200
- Pesticide Control & Plant Quarantine Control de Pesticidas y Cuarentena de Plantas	213	455	361	310	161	-	1,500
- Regional Development Committees Rural Development Projects Proyectos de Desarrollo Rural Comités de Desarrollo Regional	328	4,240	3,500	4,399	4,124	1,759	18,350
- Community Conservation Conservación Comunal	-	250	1,000	250	250	250	2,000
- Small Irrigation Sistemas de Microriego	57	950	500	500	493	-	2,500
- Expanded Small Farmer Credit Program Programa Ampliado de Crédito a Pequeños Agricultores	1,518	2,557	2,292	3,471	3,762	2,400	16,000
- Campesino Scholarship Fund Fondo de Becas para Campesinos	-	241	420	437	458	444	2,000
- Rural Development Studies Estudios de Desarrollo Rural	-	500	250	250	300	-	1,300
Sub-total	3,341	13,195	12,838	14,250	12,083	5,643	61,350

	1979	1980	1981	1982	1983	1984	Total
Rural Health Salud Rural							
- Communicable Disease Control Control de Enfermedades Contagiosas	1,230	1,808	2,712	2,250	2,000	-	10,000
- Nutrition Improvement Mejoramiento de la Nutrición	246	750	4	-	-	-	1,000
Sub-total	1,476	2,558	2,716	2,250	2,000	-	11,000
Food for Development Program Management Administración del Programa de Alimentos para el Desarrollo	268	228	301	301	301	301	1,700
Sub-total	5,085	15,981	15,855	16,801	14,384	5,944	74,050
Devaluation Loss Pérdida por Devaluación							950
TOTAL							75,000

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/R/1145/80

La Paz, 19 de mayo de 1980.

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta nota Nº 18, de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho y cuyo texto es el siguiente:

" Su Excelencia:.---------- "
" Tengo el honor de referirme al Convenio de Productos Agrícolas fir - "
" mado por representantes de nuestros dos Gobiernos en fecha 31 de ma- "
" yo de 1978, y enmendado por Notas Reversales fechadas el 1º de sep - "
" tiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de "
" diciembre de 1979 y 28 de febrero de 1980, y proponer que el Conve - "
" nio sea en adelante enmendado como sigue:.---------- "
" 1. En el Capitulo II, Disposiciones Especiales, Item I, Cuadro de "
" Productos, comenzando en la línea "Trigo/Harina de Trigo (Equivalen- "
" te en Trigo) - 1980", bajo los títulos de la columna respectiva cam- "
" biar "73,000" a "95,000" y "13,4" a "17,3".---------- "
" 2. En el Anexo A, Item III, cambiar los párrafos designados "B, C, D," "
" E, F, G" a "C, D, E, F, G, H" y añadir el siguiente nuevo párrafo B: "
" B. Los desembolsos de los fondos de la cuenta especial para los pro- "
" pósitos estipulados en el Convenio en un monto equivalente al valor "
" de crédito en dólares otorgado por el Gobierno del país exportador "
" bajo este Convenio, serán considerados como la cancelación de todas "
" las cuotas de capital e intereses pagaderos por lo tanto para los "
" productos comprados por el Gobierno del país importador de acuerdo "
" al Convenio.---------- "
" 3. En el Anexo B, efectuar los siguientes cambios:.---------- "
" A. Suprimir la Sección II - Descripción Resumida del Programa del "
" Anexo B y substituír consiguientemente la nueva Sección II - Descrip "
" ción del Programa Resumido que se adjunta a esta nota y forma parte "
" de esta enmienda.---------- "
" B. En la Sección III, Detalle de Implementación, añadir la siguiente "
" frase al final de la Sub-sección B 2 (a) "y de ayudar en diseñar y "
" ejecutar los proyectos según sea necesario.".---------- "
" C. En la Sección III, Detalle de Implementación, suprimir la Sub-sec "
" ción C y substituír respectivamente la siguiente Sub-sección C revi- "
" sada:.---------- "

Al Excelentísimo Señor
MARVIN WEISSMAN
EMBAJADOR EXTRAORDINARIO Y PLENIPOTENCIARIO
DE LOS ESTADOS UNIDOS DE AMERICA EN BOLIVIA
Presente.-

" Requerimientos Presupuestarios para el Manejo del Programa.--------- "
" El total de los costos de operación de la Secretaría y de las Unida- "
" des de Coordinación, será financiado con lo que genere el Título - "
" III.---------- "
" PRESUPUESTO ANUAL ILUSTRATIVO PARA MANEJO DEL PROGRAMA.---------- "
" Gastos Anuales de Operación:.---------- "

" Salarios	$US	235,800.-------	"
" Consultores	"	6,000.-------	"
" Alquileres Oficina CCDR	"	15,000.-------	"
" Servicios y Teléfonos	"	1,600.-------	"
" Suministros de Oficina	"	14,000.-------	"
" Viajes al Interior	"	7,600.-------	"
" Viáticos para el Interior	"	22,000.-------	"
" Gastos Varios	"	10,000.-------	"
" Factor de Inflación	"	8,000.-------	"
" Total	$US	320,000.-------	"
" 5 Años de Gastos de Operación	"	1,600,000.-------	"
" Bienes de Capital (Muebles, Equipo de Oficina)	"	100,000.-------	"
" Total Presupuesto Manejo del Programa	"	1,700,000.-------	"

" D. Suprimir el Cuadro I del Anexo B y substituír consiguientemente "
" el Cuadro I revisado al Anexo B que se adjunta a esta nota y forma "
" parte de esta enmienda.---------- "
" Todos los demás términos y condiciones del Convenio del 31 de mayo "
" de 1978 enmendado continúan los mismos.---------- "
" Si lo anteriormente citado es aceptable a su Gobierno, propongo que "
" esta Nota y la respuesta a la misma constituyan un acuerdo entre "
" nuestros dos Gobiernos y que sea efectivo a partir de la fecha de su "
" nota de respuesta.---------- "
" Acepte, Excelencia, las seguridades de mi más alta y distinguida con "
" sideración.---------- "

Al manifestar a Vuestra Excelencia la con - formidad de mi Gobierno con el texto de la Nota antes transcrita, aprove cho la oportunidad para renovarle las seguridades de mi consideración más alta y distinguida.

TRANSLATION

Republic of Bolivia

Ministry of Foreign Relations and Worship

DGAE/R/1145/80 La Paz, May 19, 1980

Mr. Ambassador:

I have the honor to reply to note No. 18, of today's date, which Your Excellency was good enough to forward to my office and which reads as follows:

[For the English language text, see pp. 4295–4297.]

In conveying to Your Excellency the agreement of my Government with the text of the note transcribed above, I avail myself of the opportunity to renew to you the assurances of my highest consideration.

G. Araoz L.

His Excellency
Marvin Weissman,
Ambassador Extraordinary and Plenipotentiary
of the United States of America to Bolivia,
La Paz.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
La Paz, August 14, 1982

No. 12/82

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 31, 1978, as amended, September 1, 1978; May 2, 1979; September 24, 1979; December 6, 1979; February 28, 1980; and May 19, 1980, and to propose that that agreement be further amended by changing Part II, Particular Provisions, as follows:

1. In Item I, Commodity Table, under appropriate column headings, add a new line item as follows: "Wheat/Wheat Flour (wheat basis) - 1982 - 63,000 - 10.0". On line entitled "Total", delete "dols. 40.1", and insert "dols. 50.1".

2. In Item III, Usual Marketing Table, under appropriate column headings add a new line item as follows: "Wheat/ Wheat Flour - 1982 - 154,000 metric tons".

His Excellency
Agustín Saavedra Weise
Minister of Foreign Relations and Worship
La Paz.

TIAS 10595

3. In Item IV, Export Limitations, in Paragraph A, Export Limitation Period, change the paragraph to read as follows: "The export limitation period shall be United States calendar year 1978, 1979, 1980, 1982, or any other U.S. calendar year in which commodities financed under this agreement are being imported or utilized."

All other terms and conditions of the May 31, 1978 agreement, as amended, remain unchanged.

I further propose that within sixty (60) days from the effective date of this amendment, your Government will present to my Government for its consideration a proposed revised text of Annex B reflecting changed policies, commitments, and project priorities of the Agricultural Commodities Agreement of May 31, 1978, as amended.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, effective on the date of your note in reply.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

Edwin G. Corr [1]

[1] Edwin G. Corr.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/1421/82

La Paz, 14 de agosto de 1982.

Excelentísimo Señor Embajador:

Tengo el honor de dar respuesta a la atenta Nota 12 de fecha de hoy que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi Despacho, cuyo texto es el siguiente:

" Excelencia:---------Tengo el honor de referirme al Convenio
" para la Venta de Productos Agrícolas firmado por los represen-
" tantes de nuestros dos gobiernos en fecha 31 de mayo de 1978
" y enmendado por Notas Reversales fechadas el 1º de septiembre
" de 1978, 2 de mayo de 1979, 24 de septiembre de 1979, 6 de
" diciembre de 1979, 28 de febrero de 1980, y del 19 de mayo
" de 1980 y de proponer que el convenio sea enmendado posterior-
" mente por cambio en el Capítulo II, Disposiciones Especiales,
" como sigue:----------
" 1. En el Item I, Cuadro de Productos, bajo la columna respectiva
" añadir una nueva línea como sigue:----------
" " Trigo/Harina de Trigo (equivalente en trigo) - 1982 -
" " 63.000 - 10.0" ----------
" En la línea titulada "Total", quitar"$US 40.1"y agregar
" "$US 50.1". ----------
" 2. En el Item III, Requisitos Normales de Comercialización
" bajo las columnas respectivas añadir una nueva línea como
" sigue: "Trigo/Harina de Trigo - 1982 - 154.000 -
" toneladas métricas. " ----------

Al Excmo. Señor
D. Edwin G. Corr
Embajador de los Estados Unidos de América
Presente.

" 3. En el Item IV, Limitaciones a la Exportación, en el Párrafo
" A, Período de Limitaciones a la Exportación, cambiar el
" párrafo como se lee a continuación: " El período de limita-
" ciones a la exportación será el año calendario 1978, 1979,
" 1980, 1982 de los Estados Unidos, o cualquier otro año
" calendario de los Estados Unidos en el cual los productos
" financiados por este convenio están siendo importados o
" utilizados." ----------
" Todos los demás términos y condiciones del convenio del 31
" de mayo de 1978 enmendado continúan los mismos. Además le
" propongo que dentro de sesenta días (60) de la fecha en
" vigencia de esta enmienda, su gobierno presentará a mi
" gobierno para su consideración un propuesto texto revisado
" del Anexo B, indicando las políticas cambiadas, compromisos
" y prioridades de proyectos del Convenio para la Venta de
" Productos Agrícolas del 31 de mayo de 1978, enmendado.----
" Si lo anteriormente citado es aceptable a su Gobierno,
" propongo que esta nota y la respuesta a la misma constituyan
" un acuerdo entre nuestros dos Gobiernos y que sea efectivo a
" partir de la fecha de su nota de respuesta.----------
" Acepte, Excelencia, las seguridades de mi más alta y distin-
" guida consideración.----------
" Firmado. Edwin G. Corr.----Embajador Extraordinario y
" Plenipotenciario de los Estados Unidos de América.--------"

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más distinguida.

TRANSLATION

Republic of Bolivia
Ministry of Foreign Relations and Worship

No. DGAE/B/1421/82

La Paz, August 14, 1982

Mr. Ambassador:

I have the honor to reply to your note No. 12 of today's date, which Your Excellency was good enough to send to my office and which reads as follows:

[For the English language text, see pp. 4316-4317.]

I hereby state to Your Excellency that my Government agrees with the text of the note transcribed above and avail myself of this opportunity to renew to you the assurances of my highest consideration.

Augustin Saavedra Weise

His Excellency
Edwin G. Corr,
Ambassador of the United States of America,
La Paz.

SRI LANKA

Agricultural Commodities

Agreement signed at Colombo October 29, 1982;
Entered into force October 29, 1982.

77-975 0 88 - 25A

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sale of agricultural commodities specified below. The Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1975,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dollars Million)
Wheat	1983	88,000	15.0

Item II. Payment Terms (Convertible Local Currency Credit):

(A) Initial Payment - Five (5) percent;

(B) Currency Use Payment - None;

(C) Number of Installment Payments - Thirty-one (31);

(D) Amount of Each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Two (2) percent;

(G) Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1983	300,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8107; 26 UST 1244.

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under a different name).

Item V. Self Help Measures:

A. The Government of Sri Lanka will undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures are to be implmented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka will undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for the implementation.

(1) Food and Agricultural Policy

Continue to give high priority to the development of an integrated national agriculture/food/nutrition strategy (to include production, storage, procurement, and distribution)

and estimates of the long term (5 - 10 year) domestic and external resources required for implementation of the strategy. The strategy should include food production, marketing and distribution policies directed toward alleviating malnutrition among lower income groups. Development of the strategy should include a study of key policies affecting prices of agricultural inputs and outputs; a listing of these key policies; and an analysis of their relationship and interactions, including those which adversely affect production, and recommendations as to whether such policies should be changed, and, if so, how. During, and as part of, the development of the strategy, the Government of Sri Lanka will continue to:

(a) Improve data collection with respect to estimates of agricultural production and statistical analysis of agricultural production and consumption to support the strategy.

(b) Update the study of agricultural policies and marketing systems in the dryland areas, including development of recommendations which could promote increased agricultural production.

(c) Provide increased training for management and technical staff in the appropriate government agencies in the analytical procedures and organizational mechanisms needed to develop, implement and update the integrated national agriculture/food/nutritional strategy.

Benchmark:

The Government of Sri Lanka will undertake efforts for the development of the agriculture/food/nutrition strategy and will prepare investment proposals which are expected to be

reflected in future years' public investment programs. Upon completion, a copy of the strategy and investment proposals will be provided to the U.S. Government and other concerned donor representatives.

By November 15, 1983, the Government of Sri Lanka agrees to provide a written report covering the calendar year 1983, which summarizes efforts undertaken to carry out the measures noted in Item V.B.1.(a) - (c) above.

(2) Agricultural Development and Research

Continue to carry out or cause to be carried out the following which may be financed using the sales proceeds under this or previous agreements:

(a) Cropping and farming systems research in and further development of the dryland areas to promote sustained, increased productivity.

(b) Research and related activities to improve food grain, legume and root and tuber crops production and marketing.

Benchmark:

The Government of Sri Lanka agrees to provide the U.S. Government by November 15, 1983, with a report covering the progress of the efforts noted in Item V.B.2.(a) and (b) above. In addition, summaries of relevant studies with regard to these efforts, when completed, will be provided to the U.S. Government.

(3) Resource Management

Use of the proceeds of this agreement or any previous agreement to support capital expenditures during 1983 in the

following areas:

(a) Irrigation and water management (including drainage and reclamation);

(b) Agricultural production, extension and research;

(c) Integrated rural development;

(d) Improvements to and expansion of fertilizer and grain storage; and

(e) Reforestation and land and water conservation.

C. By November 15, 1983, the Government of Sri Lanka agrees to provide a written report which will include, but not be limited to:

(1) Progress on the implementation of the self-help measures set out in Item V.B. above;

(2) A comparison of benchmarks and achievements to determine progress in meeting the self-help measures set out in Item V.B. above;

(3) A review of the levels of funding being released to carry out the self-help measures.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Sri Lanka from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, nutrition, and rural development sectors, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Sri Lankan people, and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed the present Agreement. Done at Colombo, in duplicate, the 29th day of October, 1982.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Dr. W. M. Tilakaratna
Secretary
Ministry of Finance and Planning

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John H. Reed
Ambassador

HAITI

Narcotic Drugs: Interdiction of Trafficking

Agreement signed at Port-au-Prince August 28, 1981;
Entered into force August 28, 1981.
And amending and extending agreements;
Effected by exchange of notes.
Signed at Port-au-Prince December 18 and 21, 1981;
Entered into force December 21, 1981.
And exchange of notes.
Signed at Port-au-Prince February 18, 1982;
Entered into force February 18, 1982.
And exchange of notes.
Signed at Port-au-Prince October 15 and 22, 1982;
Entered into force October 22, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF HAITI FOR THE INTERDICTION OF NARCOTICS TRAFFICKING

This is an agreement for the interdiction of narcotics made in accordance with the general agreement for technical cooperation (reached through an exchange of notes in Port-au-Prince on May 2, 1951) [1] between the Secretary of State for Foreign Affairs of the Republic of Haiti, Edouard Francisque, as representative of the Government of Haiti, and the Ambassador of the United States, Ernest H. Preeg, as a representative of the Bureau of International Narcotics Matters of the Department of State of the United States of America.

ITEM I. The Government of Haiti agrees that the Haitian Navy will patrol the Windward Passage in areas coordinated with the United States Coast Guard until on or about December 31, 1981. As part of their coastal patrol mission, they will locate and report to the U.S. Coast Guard the location, direction of travel and description of vessels suspected of narcotics trafficking activities.

ITEM II. The Bureau of International Narcotics Matters of the Department of State agrees to provide petroleum, oil, lubricants and necessary routine maintenance for Haitian naval vessels on narcot-

[1] TIAS 2414, 2635; 3 UST 545, 4731.

77-975 O - 88 - 26

ics patrol missions up to a total cost of $125,000 (one hundred twenty five thousand dollars). To the extent possible the U.S. Coast Guard and other U.S. Government facilities will be used to furnish the petroleum, oil, lubricants and maintenance called for in this agreement.

ITEM III. The Ambassador of the United States will appoint an appropriate representative to meet with the Commander of the Haitian Navy to determine which Haitian vessels will be used at what times and in locations to most effectively utilize the available funding.

ITEM IV. At the conclusion of the exercise and at other times requested by the Embassy of the United States, authorities of the Government of Haiti will inform the Embassy which vessels are involved in narcotics patrols, the time each spends patrolling, and the disposition of any narcotic trafficking vessels seized, including the number of persons detained and their identity, the amount of drugs seized, and the case number in judicial proceedings, which will be combined with U.S. Coast Guard reports received by the Embassy.

ITEM V. Entered into this 28th day of August, 1981 in Port au Prince, Haiti, with versions in the English and French languages, both of which are equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ERNEST H. PREEG
Ernest H. Preeg
Ambassador

FOR THE GOVERNMENT OF HAITI

EDOUARD FRANCISQUE
Edouard Francisque
Secretaire d'Etat
Des Affaires Etrangeres
et des Cultes

ACCORD ENTRE LE GOUVERNEMENT D'HAITI ET LE GOUVERNEMENT DES ETATS-UNIS SUR L'INTERCEPTION DU TRAFIC DES STUPEFIANTS

En vertu de l'Accord général sur la coopération technique intervenu par échange de notes le 2 Mai 1981 entre le Gouvernement de la République d'Haiti et Celui des Etats Unis d'Amérique,le Ministre des Affaires Etrangères de la République d'Haiti,Dr. Edouard FRANCISQUE agissant en tant que Représentant du Gouvernement Haitien et M. Ernest H. PREEG Ambassadeur des Etats Unis d'Amérique agissant en tant que Représentant du Bureau des Affaires Internationales des Narcotiques du Département d'Etat Américain ont convenu de ce qui suit :

ARTICLE 1.- Le Gouvernement d'Haiti accepte que la Marine Haitienne patrouille dans le passage du vent, dans des zones déterminées en coordination avec les gardes-côtes américains, jusqu'au 31 décembre 1981 environ. Une partie de cette mission de patrouille côtière consistera à repérer et à informer les gardes-côtes américains de la position, de la description et de la route suivie par les bateaux soupçonnés de trafic illicite de narcotiques.

ARTICLE 2.- Le bureau des Affaires Internationales des narcotiques du Gouvernement américain accepte de fournir aux vaisseaux haitiens le carburant et les lubrifiants, de pourvoir à l'entretien de routine de ces unités en mission de patrouille contre le trafic illicite des narcotiques jusqu'à concurrence de cent vingt cinq mille dollars ($ 125.000).

En outre dans la mesure du possible, les moyens dont disposent les gardes-côtes américains et d'autres organismes du gouvernement américain seront utilisés pour fournir le carburant, les lubrifiants et l'entretien prévu par les accords.

ARTICLE 3.- L'Ambassadeur Américain désignera un Représentant Compétent qui se réunira avec le Commandant de la Marine Haitienne dans le but de déterminer quels bâteaux Haitiens seront utilisés, à quels moments et en quels lieux, afin de faire un usage-optimum des fonds disponibles à ces fins.

ARTICLE 4.- A la fin de l'opération et à tout autre moment sur demande de l'Ambassadeur des Etats Unis, des autorités du Gouvernement d'Haiti informeront cette ambassade au sujet des unités qui ont participé aux patrouilles, du temps que chacune d'elles à passer à patrouiller , des mesures prises à l'encontre de tous les bateaux saisis dans le trafic illicite des narcotiques, du nombre de personnes détenues de leur identité, du numéro de leur casier judiciaire et de la quantité de drogues saisie. Ces informations seront combinées avec celles des Gardes-Côtes Américains reçues par l'Ambassade.

Fait à Port-au-Prince, Haiti, ce 28 Août 1981, en versions anglaise et française , également authentiques.

Pour le Gouvernement des Etats Unis d'Amérique

Ernest H. PREEG
Ambassadeur

Pour le Gouvernement d'Haiti

Dr. Edouard FRANCISQUE
Ministre des Affaires Etrangères et des Cultes

[AMENDING AND EXTENDING AGREEMENTS]

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

DECEMBER 18, 1981

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Haiti for the interdiction of narcotics trafficking signed in Port-au-Prince on August 28, 1981.

To continue this cooperative undertaking, the United States Government proposes to extend the period of this Agreement to January 31, 1982.

I have the honor to propose that if the foregoing is acceptable to the Government of the Republic of Haiti, this note and your Excellency's confirmatory reply constitute an extension of the Agreement between the United States Government and the Government of the Republic of Haiti for the interdiction of narcotics trafficking until on or about January 31, 1982.

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

ERNEST H. PREEG

His Excellency
EDOUARD FRANCISQUE
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

République d'Haïti

SG/CG: 323

Port-au-Prince, le 21 Décembre 1981

Monsieur l'Ambassadeur,

J'ai l'honneur de vous accuser réception de la lettre No. 371 du 18 décembre en cours concernant le Protocole d'Accord du 28 Août 1981 sur le trafic des narcotiques.

Le Gouvernement de la République d'Haiti accepte la proposition du Gouvernement des Etats Unis d'Amérique d'étendre l'application de ce protocole d'Accord jusqu'au 31 Janvier 1982.

Je saisis l'occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération,

Dr. EDouard FRANCISQUE
Secrétaire d'Etat

Son Excellence
Monsieur Ernest H. PREEG
Ambassadeur des Etats-Unis d'Amérique
PORT-AU-PRINCE

FLB/ef

TRANSLATION

Republic of Haiti

Department of Foreign Affairs
No. SG/CG: 323 Port au Prince, December 21, 1981

Mr. Ambassador:

I have the honor to acknowledge receipt of letter No. 371 of December 18, 1981, concerning the text of the Agreement of August 28, 1981, on narcotics trafficking.

The Government of the Republic of Haiti accepts the proposal of the Government of the United States of America to extend application of the text of this Agreement to January 31, 1982.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my high consideration.

Edouard Francisque

Dr. Edouard Francisque
Secretary of State

His Excellency
Ernest H. Preeg,
Ambassador of the United States
of America,
Port-au-Prince.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

PORT-AU-PRINCE, *February 18, 1982*

No. 067

EXCELLENCY:

I have the honor to propose the following amendments to the Letter of Agreement for the Interdiction of Narcotics Trafficking, signed in Port-au-Prince on August 28, 1981, and extended by exchange of notes between the Embassy and the Department of Foreign Affairs on December 18, 1981. These amendments would further extend the Agreement to September 30, 1982, and provide for an additional $180,000 in assistance for Haitian naval vessels on narcotics patrol missions.

In Item I, delete the full text and substitute the following: "The Government of Haiti agrees that the Haitian Navy will patrol the Windward Passage in areas coordinated with the United States Coast Guard until on or about September 30, 1982. As part of their coastal patrol mission, they will locate and report to the U.S. Coast Guard the location, direction of travel, and description of vessels suspected of narcotics trafficking activities, utilizing the Inter-American Intelligence Network (IAMIN) telex machine provided for this purpose. In pursuing this mission, the Haitian Navy will carry out a minimum of 350 hours of patrolling monthly, including at least 130 hours of patrolling monthly off the southern peninsula. The Haitian Navy will also take appropriate measures to ensure that its maintenance personnel who benefit from training received under this Agreement remain with the Navy for an extended period, to the greatest extent possible, after such training is completed."

In Item II, delete the first sentence and substitute the following sentence: "The Bureau of International Narcotics Matters of the Department of State agrees to provide petroleum, oil, lubricants, and necessary routine maintenance for Haitian naval vessels on narcotics patrol missions up to a total cost of $180,000 (one hundred eighty thousand dollars) in addition to the $125,000 (one hundred twenty five thousand dollars) agreed to in the August 28, 1981, Letter of Agreement between the Government of the United States of America and the Government of Haiti for the Interdiction of Narcotics Trafficking." Also, as a final sentence of Item II, add: "In the absence of such U.S. Government facilities, a portion of these funds not to exceed $7,000 may be used to assist in establishing an onshore fuel facility to refuel Haitian naval vessels on narcotics patrol missions."

I have the honor to propose that if the foregoing is acceptable to the Government of the Republic of Haiti, this letter and your Excellency's confirmatory reply constitute an amendment of the Agreement between the United States Government and the Government of the Republic of Haiti for the Interdiction of Narcotics Trafficking.

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

ERNEST H. PREEG

His Excellency
JEAN-ROBERT ESTIMÉ
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Minister of Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

République d'Haïti

SG/CG:623

Port-au-Prince, le 18 Février 1982

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre Note en date de ce jour ainsi conçue :

" Excellence,

J'ai l'honneur de proposer les amendements suivants à l'Accord pour l'Interdiction du Trafic illicite des Narcotiques, signé à Port-au-Prince par échange de notes datées du 28 Août 1981, et reconduit de la même manière, le 18 décembre 1981, par l'Ambassade des Etats-Unis d'Amérique et le Département des Affaires Etrangères d'Haiti. Lesdits amendements auraient pour effet de reconduire l'Accord jusqu'au 30 septembre 1982, et mettraient Cent Quatre Vingt Mille Dollars ($ 180.000.) supplémentaires à la disposition des bateaux haitiens en mission de patrouille contre le trafic illicite des narcotiques.

L'article 1 sera formulé de la façon suivante:

Article 1 .-

" Le Gouvernement d'Haiti accepte que la Marine haitienne patrouille dans le passage du Vent, dans des zones déterminées conjointement avec les Gardes-Côtes Amé

Son Excellence
Monsieur Ernest H. PREEG
Ambassadeur des Etats-Unis d'Amérique
en Haiti

ricains, jusqu'au 30 septembre environ. Une partie de la mission de patrouille de la Marine haitienne consiste à repérer et à indiquer aux Gardes-Côtes américains la position, la direction de déplacement, et la description des bateaux suspectés de servir au trafic des narcotiques, en utilisant le télex du Réseau Interaméricain d'Information (IAMIN), pourvu à cet effet. Dans l'accomplissement de cette tâche, la Marine Haitienne effectuera un minimum de 350 heures de patrouille par mois, dont 130 au moins au large de la péninsule du sud. La Marine haitienne prendra également les mesures appropriées en vue d'assurer que le personnel d'entretien qui bénéficie de la formation dispensée par le biais de cet Accord reste attaché à ses services pendant la période la plus longue possible, après l'achèvement de ladite formation."

A l'article 2 la première phrase sera remplacée par la suivante :

" Le Bureau des Affaires Internationales de Narcotiques du Département d'Etat convient de fournir du carburant et des produits lubrifiants aux bateaux haitiens en mission contre le trafic illicite des narcotiques, et de leur assurer l'entretien de routine nécessaire, pour une valeur totalisant Cent Quatre Vingt Mille Dollars ($. 180.000.00) en addition des Cent Vingt Cinq Mille Dollars ($ 125.000.00) dont il a été convenu dans l'Accord pour l'Interdiction du Trafic illicite des Narcotiques signé par échange de notes, le 28 Août 1981, entre les Gouvernements haitien et américain.

A la fin du même article, il sera ajouté :

" A défaut de la fourniture de ces facilités par

le Gouvernement américain, une partie de ces fonds qui ne doit pas dépasser Sept Mille Dollars ($ 7.000.00) peut être utilisée en vue d'établir une station d'essence côtière destinée à l'alimentation des bateaux haitiens en mission de recherche des trafiquants de narcotiques."

J'ai l'honneur de proposer que si ce qui précède rencontre l'agrément du Gouvernement de la République d'Haiti, cette lettre et la réponse positive de votre Excellence constituent un amendement à l'Accord existant entre les Gouvernements des Etats-Unis d'Amérique et d'Haiti pour l'Interdiction du Trafic illicite des Narcotiques.

Acceptez, Excellence, les assurances renouvelées de ma très haute considération".

J'ai l'honneur de confirmer, au nom du Gouvernement de la République d'Haiti, l'arrangement ci-dessus mentionné et de consentir à ce que Votre Note et la présente Note soient considérées comme constituant un amendement à l'Accord pour l'Interdiction du Trafic illicite des Narcotiques signé par échange de notes, le 28 Août 1981, entre le Gouvernement des Etats-Unis d'Amérique et Celui d'Haiti.

Je saisis cette occasion pour vous renouveler, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

Jean-Robert ESTIME

Ministre des Affaires Etrangères

TIAS 10597

TRANSLATION

Republic of Haiti

Department of Foreign Affairs

SG/CG:673 Port-au-Prince, February 18, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note of today's date, which reads as follows:

[For the English language text, see pp. 4328-4329.]

I have the honor, on behalf of the Government of the Republic of Haiti, to accept the foregoing arrangement and to agree that your note and this note be considered as constituting an amendment to the Agreement for the Interdiction of Narcotics Trafficking signed by exchange of notes, on August 28, 1981, between the Government of the United States of America and the Government of Haiti.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my high consideration.

Jean-Robert Estimé

Jean-Robert Estime
Minister of Foreign Affairs

His Excellency
Ernest H. Preeg,
Ambassador of the United States
of America to Haiti.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

PORT-AU-PRINCE, *October 15, 1982*

No. 391

EXCELLENCY:

I have the honor to refer to the Letter of Agreement for the Interdiction of Narcotics Trafficking signed in Port-au-Prince on August 28, 1981 and extended by exchange of notes between the Embassy and the Department of Foreign Affairs on December 18, 1981 and again on February 18, 1982.

In order to continue this cooperative undertaking, the United States Government proposes to extend the validity of the Agreement to December 31, 1982.

I have the honor to propose that if the foregoing is acceptable to the Government of the Republic of Haiti, this note and your Excellency's confirmatory reply constitute an extension of the Agreement between the United States Government and the Government of the Republic of Haiti for the Interdiction of Narcotics Trafficking until on or about December 31, 1982.

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

ERNEST H. PREEG

His Excellency
JEAN-ROBERT ESTIMÉ
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

SG/CG: 1572

République d'Haïti

Port-au-Prince, le 22 Octobre 1982

Monsieur l'Ambassadeur,

J'ai l'honneur de vous accuser réception de la lettre No. 391 datée du 15 Octobre 1982 libellée comme suit :

" Excellence,

J'ai l'honneur de me référer à la lettre d'Accord relative à l'interdiction du trafic des narcotiques signé à Port-au-Prince le 28 Août 1981 et prorogé, par échange de notes, entre cette Ambassade et le Département des Affaires Etrangères le 18 Décembre 1981 et à nouveau le 18 Février 1982.

Afin de continuer cette démarche de coopération, le Gouvernement des Etats Unis propose de proroger la validité de cet Accord au 31 Décembre 1982.

J'ai l'honneur de proposer, si ce qui précède est acceptable par le Gouvernement de la République d'Haiti, que cette note et la réponse de confirmation de Votre Excellence constituent une prolongation de l'Accord entre le Gouvernement des Etats Unis et le Gouvernement de la République d'Haiti en ce qui concerne l'Interdiction du Trafic des Narcotiques jusqu'aux environs ou au 31 Décembre 1982.

Veuillez accepter, Excellence, l'assurance renouvelée de ma très haute considération."

J'ai l'honneur de vous annoncer que le Gouvernement de la République d'Haiti accepte les propositions contenues dans votre lettre, laquelle constitue avec la présente lettre un Accord par échange

Son Excellence
Monsieur Ernest H. PREEG
Ambassadeur des Etats Unis d'Amérique
PORT-AU-PRINCE

de notes entre le Gouvernement de la République d'Haiti et Celui des Etats Unis d'Amérique.

Je saisis l'occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération.

Jean-Robert ESTIME
Secrétaire d'Etat

FLB/af

TRANSLATION

Republic of Haiti

Department of Foreign Affairs

Port-au-Prince, October 22, 1982

No. SG/CG: 1573

Mr. Ambassador:

I have the honor to acknowledge receipt of note No. 391 dated October 15, 1982, which reads as follows:

[For the English language text, see p. 4334.]

I have the honor to inform you that the Government of the Republic of Haiti accepts the proposals contained in your note which, with this note, constitutes an Agreement by exchange of notes between the Government of the Republic of Haiti and the Government of the United States of America.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my high consideration.

Jean-Robert Estime

Jean-Robert Estime
Secretary of State

His Excellency
Ernest H. Preeg,
Ambassador of the United States
of America,
Port-au-Prince.

TIAS 10597

ITALY

Shipping: Louisiana Offshore Oil Port

Agreement effected by exchange of notes;
Signed at Washington January 12 and 19, 1982;
Entered into force January 19, 1982.

The Acting Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE
WASHINGTON

January 12, 1982

Excellency:

I have the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, [1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Italy and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Italy on the same basis as when in coastal ports of the United States.

His Excellency
Rinaldo Petrignani,
Ambassador of Italy.

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

It is the understanding of the Government of the United States and of the Government of Italy that this agreement shall not apply to vessels registered in or flying the flag of Italy merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honor to propose that this note, together with your reply thereto confirming acceptance, shall constitute an Agreement between our two Governments, to enter into force upon the date of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

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

For the Acting Secretary of State:

[1]

[1] John Todd Stewart.

The Italian Ambassador to the Secretary of State

AMBASCIATA D'ITALIA
WASHINGTON, D. C.

000558

Excellency:

I have the honor to acknowledge receipt of your Note of January 12, 1982, the terms of which are as follows:

[For the text of the U.S. letter, see pp. 4340-4341.]

I have the honor to state that the Italian Government agrees to this arrangement and will regard your Note and this reply as constituting an agreement between our respective Governments on these matters.

Accept, Excellency, the assurances of my highest consideration.

Petrignani [1]

His Excellency
Alexander Haig
Secretary of State
Washington, D.C.

Washington, D.C.
January 19, 1982

[1] Petrignani.

PANAMA

Meteorology: Port Meteorological Office

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 132 Panama, October 1, 1979

Excellency:

I have the honor to inform you that, upon the entry into force of the Panama Canal Treaty of 1977,[1] it is the intention of the United States of America to establish the Port Meteorological Office as an integral part of the Embassy of the United States of America in the Republic of Panama. That office would be a part of the Diplomatic Mission, in a manner similar to that of other agencies of the United States Government currently operating in the Republic of Panama, under the authority of the United States Ambassador.

The officer currently serving in the position, and any successor to him, shall have the same privileges and immunities, and be subject to the same conditions, as other United States personnel currently assigned to the various agencies forming part of the Embassy of the United States of America in the Republic of Panama.

His Excellency
Carlos Ozores Typaldos
Ministry of Foreign Relations
Panama, Republic of Panama

[1] TIAS 10030; 33 UST 39.

I have the honor to propose that because of the close cooperation between the Port Meteorological Office and Agencies of the Government of Panama in furnishing information to the World Meteorological Society,[1] the Government of Panama make available the office facilities currently occupied or equivalent facilities for the Port's Meteorological Office and supply the necessary utility services for that office space, both without charge, during the period that the office is a part of the U. S. Embassy in Panama. During that period, the Port Meteorological Officer will work closely with appropriate officials of agencies of the Government of the Republic of Panama, such as the "Instituto de Recursos Hidraulicos y Electrificacion" (IRHE) and the National Port Authority, in accordance with the arrangements that are realized with those agencies, until the Government of the Republic of Panama can provide the services that the Port Meteorological Officer now performs.

If the arrangements in the preceding paragraph are acceptable to you, I have the honor to propose that this note and your reply indicating acceptance shall constitute an agreement between our two Governments concerning this matter, which will enter into force on the date of the entry into force of the Panama Canal Treaty of 1977.[2]

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

Ambler H. Moss, Jr.

[1] Should read "World Meteorological Organization".
[2] Oct. 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-160

1° de octubre de 1979

Señor Embajador:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia fechada hoy, cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de informar a Vuestra Excelencia que apenas entre en vigor el Tratado del Canal de Panamá de 1977, los Estados Unidos de América tienen la intención de establecer la Oficina Meteorológica del Puerto como parte integrante de la Embajada de los Estados Unidos de América en la República de Panamá. Esa Oficina formará parte de la misión diplomática, de una manera similar a la de otras agencias del Gobierno de los Estados Unidos que funcionan actualmente bajo la potestad del Embajador de los Estados Unidos en la República de Panamá.

El funcionario asignado a estas funciones tendrá los mismos privilegios e inmunidades, y estará sujeto a las mismas condiciones que el otro personal de los Estados Unidos que está actualmente asignado a las diferentes agencias que forman parte de la Embajada de los Estados Unidos de América en la República de Panamá.

Tengo el

Su Excelencia
Ambler H. Moss, Jr.,
Embajador de los Estados Unidos de América
Panamá

Tengo el honor de proponer que, debido a la estrecha cooperación que existe entre la Oficina Meteorológica del Puerto y diversas Agencias del Gobierno de Panamá para suministrarle información a la Organización Mundial Meteorológica, el Gobierno de Panamá ponga a la disposición las mismas instalaciones que actualmente ocupa, u otra equivalente, para la Oficina Meteorológica del Puerto, y que proporcione los servicios públicos para el local, ambos libres de coste, durante el período que la oficina forme parte de la Embajada de los Estados Unidos en Panamá. Durante este período, el oficial meteorológico del puerto trabajará estrechamente con funcionarios competentes de Agencias del Gobierno de la República de Panamá, tales como el Instituto de Recursos Hidráulicos y Electrificación (IRHE) y la Autoridad Portuaria Nacional, de acuerdo con los arreglos que con esas Agencias se realicen, hasta cuando el Gobierno de la República de Panamá pueda proporcionar los servicios que el funcionario meteorológico del Puerto ofrece ahora.

Si las disposiciones en el párrafo anterior son aceptables, tengo el honor de proponer que esta nota y la contestación, indicando la aceptación de este asunto, constituyan un acuerdo entre nuestros dos Gobiernos, el cual entraría en vigor en la fecha de entrada en vigencia del Tratado del Canal de Panamá de 1977.

Acepte

Acepte Excelencia, las renovadas seguridades de mi más alta consideración."

Tengo el honor de confirmarle que mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

TRANSLATION

Republic of Panama
Ministry of Foreign Relations
Panama 4, Panama

No. DM-160 October 1, 1979

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, the text of which reads as follows:

[For the English language text, see pp. 4344-4345.]

I have the honor to confirm that my Government accepts the terms of the transcribed note and, consequently, agrees that it and this reply shall constitute an agreement between our two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos Ozores T

Carlos Ozores T.
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States
of America,
Panama.

PANAMA

Energy: Electric Power

Agreement effected by exchange of notes
Signed at Panama October 1, 1979;
Entered into force October 1, 1979.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DM-158

1° de octubre de 1979

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia para referirme al entendimiento adelantado recientemente entre Representantes de ambos Gobiernos referente a la generación, transmisión, distribución, suministro y facturación de energía eléctrica a los usuarios que serán servidos por el Gobierno de la República de Panamá y por el Gobierno de los Estados Unidos de América a partir del 1° de octubre de 1979.

Al respecto le confirmo que en las áreas que revierten a Panamá el Gobierno de la República de Panamá entregará energía, facturará y fijará las tarifas de consumo directamente a sus usuarios. Se excluyen, durante el período de transición de treinta meses, las personas jurídicas no lucrativas, cuyas tarifas y facturación serán responsabilidad del Gobierno de los Estados Unidos de América, según lista de organizaciones que se acordará oportunamente entre los Representantes de ambos países.

La Sub-Comisión de Electricidad de la Comisión Coordinadora definirá los procedimientos para la determinación de las pérdidas de energía por transmisión y subtransmisión, hasta tanto no se acuerde la instalación de medidores

y se proceda

Su Excelencia
Ambler H. Moss Jr.
Embajador de los Estados Unidos de América
Panamá

y se proceda de conformidad. Estos procedimientos técnicos de medición, que las Partes acordarán, se hacen necesarios para asegurar la transmisión de energía eléctrica en las redes de transmisión, subtransmisión y distribución de los Estados Unidos a los recintos portuarios, a los usuarios comerciales, a los poblados que revierten y en general a los usuarios servidos por la República de Panamá.

Específicamente los Estados Unidos de América:

a) facturará y fijará las tarifas eléctricas de las organizaciones no-lucrativas que las Partes determinen como usuarios del servicio de energía eléctrica con anterioridad al 1° de octubre de 1979, durante el período de transición de treinta meses, independientemente del área en donde se encuentren ubicadas dichas entidades, como las Areas de Viviendas, las Areas para el funcionamiento del Canal, las áreas de los tres poblados que revierten, Pedro Miguel, Paraíso y Rainbow City, los recintos portuarios, las Areas de Coordinación Militar y los Sitios de Defensa. Dichas tarifas podrán ser aumentadas gradualmente por los Estados Unidos de América hasta alcanzar, al final del período de transición de treinta meses, los niveles tarifarios vigentes en Panamá, en ese momento, para los usuarios comerciales.

b) fijará las tarifas y facturará a todo usuario sin hacer distinción alguna por razón de nacionalidad, que resida en las unidades de viviendas ubicadas en las Areas de Viviendas, hasta que el uso de

dichas unidades

dichas unidades y áreas de Viviendas sea transferido a Panamá; a partir de ese momento Panamá facturará y fijará las tarifas eléctricas de dichos usuarios a las tasas vigentes en la República de Panamá, para consumo residencial.

Confirmo, asimismo, nuestro entendimiento sobre la terminación, efectiva a la media noche del 30 de septiembre de 1979, del contrato para el suministro de energía eléctrica generada en la Unidad No. 2 de la Planta de Bahía Las Minas a entidades públicas de los Estados Unidos de América, suscrito en Mayo de 1969 entre el Instituto de Recursos Hidráulicos y Electrificación y la Compañía del Canal de Panamá, y la concertación de un nuevo acuerdo que regulará la entrega de energía y potencia por la República de Panamá y los Estados Unidos de América, destinada a los clientes de la República de Panamá a que se refiere esta Propuesta de Entendimiento. Los términos de dicho acuerdo serán definidos oportunamente por Representantes de ambos Gobiernos, sobre las bases de las recomendaciones que sobre ese particular hará oportunamente el Sub-Comité de Electricidad de la Comisión Coordinadora.

Confirmo, igualmente, la intención de las Partes por mantener en vigencia los acuerdos contenidos en el "Itinerario de Servicio A- Intercambio de Energía" hasta tanto ambos países decidan establecer un nuevo acuerdo al respecto, después del 1° de octubre de 1979.

Propongo a Vuestra Excelencia que la presente nota y la nota de respuesta, en la que conste la aceptación de su Gobierno constituyan un Acuerdo entre ambos Gobiernos.

Aprovecho

TIAS 10600

77-975 O - 88 - 27

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores

The American Ambassador to the Panamanian Minister of Foreign Relations

Excellency:

I have the honor to refer to your Note of today's date concerning electricity distribution, rates and billings, which reads:

"Mr. Ambassador:

"I have the honor to address Your Excellency with reference to the understanding previously reached between representatives of both Governments, with regard to the generation, transmission, distribution, supply and invoicing of electric power to the users who will be served by the Government of the Republic of Panama and by the Government of the United States as of October 1, 1979.

"In regard to the above, I confirm that in the areas which revert to Panama, the Government of the Republic of Panama will provide power, and will invoice and determine the rates of consumption directly to its users. During the transition period of thirty months, the non-profit organizations whose rates and billing will be the responsibility of the Government of the United States of America are excluded, according to a list of organizations which will be agreed upon in a timely manner between representatives of both countries.

His Excellency

Carlos Ozores Typaldos,

Minister of Foreign Relations,

Panama, Republic of Panama.

TIAS 10600

"The sub-commission of electricity of the Coordinating Committee shall define the procedures for the determination of the losses of energy by transmission and sub-transmission until the installation of meters is agreed and they proceed accordingly. These technical procedures of metering, which will be agreed upon by the parties, are necessary to assure the transmission of electric power in the transmission, sub-transmission and distribution networks of the United States for the port areas, the commercial users, the townsites that revert to Panama and, in general, the users served by the Republic of Panama.

"Specifically, the United States of America shall:

"A) Invoice and determine the electricity rates of the non-profit organizations which the parties determine before October 1, 1979 to be such users of electric power, during the 30-month transition period, independently of the area in which such entities are located, such as the housing areas, the canal operation areas, the areas of the three townsites which revert to Panama, i.e., Pedro Miguel, Paraiso, and Rainbow City, the port areas, the areas of military coordination and the defense sites. These rates may be increased gradually by the United States of America until they reach, at the end of the transition period of thirty months, the levels of the rates in effect in Panama at that time for commercial users.

"B) Fix the rates and invoice all the users, without making any distinction by reason of nationality who reside

in the housing units located in the housing areas until the use of such housing units and areas is transferred to Panama; as of that moment, Panama shall invoice and determine the power rates of said users in accordance to the rates effective in the Republic of Panama for residential consumption.

"Likewise, I confirm our understanding with regard to the termination, effective at midnight on September 30, 1979 of the contract for the supply of electric power, generated in unit #2 of the Bahia Las Minas plant to public entities of the United States of America, subscribed in May of 1969 between IRHE and Panama Canal Company, and the reaching of a new agreement that will regulate the supply of energy and power by the Republic of Panama and by the United States of America, destined for the customers of the Republic of Panama to which the understanding refers. The terms of such agreement will be defined in a timely manner by representatives of both Governments, on the basis of the recommendations that the electricity subcommittee of the Coordinating Committee will make on this subject in a timely manner.

"Likewise, I confirm the intentions of the parties to maintain in force the agreements contained in the 'schedule of service A -- interchange of electricity' until both countries decide to establish a new agreement in this respect after October 1, 1979.

"I propose to Your Excellency that this note and the note in response indicating acceptance by your Government

will constitute an Agreement between both Governments.

"I take the opportunity to reiterate to Your Excellency the assurances of my highest consideration.

/S/ Carlos Ozores T.

Minister of Foreign Relations"

I have the honor to confirm the foregoing arrangements on behalf of my Government and to confirm that Your Excellency's Note and this Note shall constitute an agreement between our two Governments concerning this matter, which will enter into force on October 1, 1979.

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

Ambler H. Moss, Jr.

PANAMA

Finance: Payments—Panama Canal Commission

Agreements effected by exchanges of notes
Signed at Panama March 25, 1980;
Entered into force March 25, 1980.
With agreed minutes.

The American Ambassador to the Panamanian Acting Minister of Foreign Relations

PANAMA, *March 25, 1980*

No. 206

EXCELLENCY:

I have the honor to confirm the understanding that the cumulative amount owed by the Government of the Republic of Panama to the Panama Canal Company and the Canal Zone Government for goods and services rendered as of June 30, 1979, less the amount excluded below, will be paid over a twenty-seven (27) month period. The cumulative amount excludes an amount of $744,156.85 which will be paid pursuant to an agreement between the Panama Canal Company and the Instituto de Acueductos y Alcantarillados Nacionales (IDAAN). It is understood that IDAAN, in addition to making current payments, will make full payment of this non-current amount in accordance with that agreement.

It is understood that the amount of $8,177,473.91 will be paid by the Government of Panama over a period of twenty-seven (27) months to cancel the cumulative amount outstanding referred to in the preceding paragraph.

This amount owing will be paid in cash or may be offset by the Panama Canal Commission against the amounts due to the Government of Panama under Articles III and XIII of the Panama Canal Treaty of 1977 [1] when these amounts become payable, in the amount of $909,000.00 for each quarter beginning with the quarter ending December 31, 1979, and continuing for eight additional quarters. It is recognized that the amount to be offset for the quarter ending December 31, 1981, may be less than $909,000.00, as necessary to insure that the amount actually owing will be paid.

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[1] TIAS 10030; 33 UST 39.

The above amount represents outstanding billings as of June 30, 1979, for the following categories of services provided by the Panama Canal Company and the Canal Zone Government:

Water Processing Costs 1959–1969	$1,686,347.79
Garbage Disposal (Colon)	396,553.00
Palo Seco Hospital	5,677,812.00
Other—Panama Canal Company	349,690.89
Other—Canal Zone Government	67,070.23
	$8,177,473.91

It is further understood that invoices for goods and services provided to the Government of Panama by the Panama Canal Company and the Canal Zone Government between June 30, 1979 and October 1, 1979 will be paid within 30 days after the date of the invoice. If any part of this amount so billed remains unpaid as of November 30, 1979, the unpaid balance may be offset by the Panama Canal Commission against the payment to be made for the month of December 1979, to the Republic of Panama by the Panama Canal Commission under Articles III and XIII of the Panama Canal Treaty of 1977.

Consistent with that procedure, I have the honor to propose that for administrative convenience throughout the term of the Treaty any amount billed by the Panama Canal Commission to the Central Government of the Republic of Panama, which remains unpaid more than 30 days following receipt of an invoice, may be offset by the Panama Canal Commission against the next payment payable to your Government.

If the foregoing is acceptable to you, I have the honor to suggest that this note and your reply thereto indicating acceptance shall constitute an agreement between our two Governments, effective this date.

AMBLER H. MOSS, JR.

His Excellency
JUAN MANUAL CASTULOVICH,
Acting Minister of Foreign Relations,
Panama.

The Panamanian Acting Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

25 de marzo de 1980
Nota N° DVM-030

Excelencia:

Tengo el honor de avisar recibo de la nota N°206 de Su Excelencia fechada hoy cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de confirmar el entendimiento de que la cantidad acumulativa adeudada por el Gobierno de la República de Panamá a la Compañía del Canal de Panamá y al Gobierno de la Zona del Canal por bienes y servicios suministrados hasta el día 30 de junio de 1979, menos la cantidad excluída más adelante, será pagada dentro de un plazo de veintisiete (27) meses. La cantidad acumulativa excluye una cantidad por $774,156.85 la cual será pagada conforme a un acuerdo entre la Compañía del Canal de Panamá y el Instituto de Acueductos y Alcantarillados Nacionales (IDAAN). Queda entendido que el IDAAN, además de efectuar los pagos corrientes, saldará esta cuenta no corriente de conformidad con dicho acuerdo.

Se entiende que el Gobierno de Panamá pagará una suma de $8,177,473.91 dentro de un plazo de veintisiete (27) meses, para cancelar la cantidad acumulativa pendiente a que hace referencia el párrafo anterior.

Su Excelencia
Ambler Moss
Embajador de los Estados Unidos de América
Presente.

Esta cantidad pendiente será pagada en efectivo o compensada de las sumas que la Comisión del Canal de Panamá debe al Gobierno de Panamá conforme a los Artículos III y XIII del Tratado del Canal de Panamá en 1977, cuando dichas cantidades sean pagaderas, en el monto de $909,000.00 por cada trimestre comenzando con el que finaliza el 31 de diciembre de 1979 y continuando por ocho trimestres adicionales. Se reconoce que el monto que ha de compensarse por el trimestre que finaliza el 31 de diciembre de 1981 pudiera ser de menos de $909,000.00 según sea necesario para asegurar que se pague la cantidad realmente adecuada.

El monto antes indicado representa facturas pendientes al 30 de junio de 1979 por las siguientes categorías de servicios prestados por la Compañía del Canal de Panamá y el Gobierno de la Zona del Canal:

Costos de Depuración de agua (1959-1960) [1]	$1,686,347.79
Eliminación de basura (Colón)	396,553.00
Hospital de Palo Seco	5,677,812.00
Otros-Compañía del Canal de Panamá	349,690.89
Otros-Gobierno de la Zona del Canal	67,070.23
Total	$8,177,437.91 [2]

Se entiende, además, que las facturas por bienes y servicios suministrados al Gobierno de Panamá por la Compañía del Canal de Panamá y el Gobierno de la Zona del Canal entre el 30 de junio de 1979 y el 1° de octubre de 1979 se pagarán dentro de treinta días a contar

[1] Should read "1959-1969".
[2] Should read "$8,177,473.91".

desde la fecha de la factura. Si cualquier parte de la cantidad así facturada no se hubiese pagado para el 30 de noviembre de 1979, el saldo pendiente podrá ser compensado por la Comisión del Canal de Panamá contra el pago correspondiente al mes de diciembre de 1979 que habrá de efectuar la Comisión del Canal de Panamá a la República de Panamá conforme a los Artículos III y XIII del Tratado del Canal de Panamá de 1977.

Consistente con este procedimiento, tengo el honor de proponer que para conveniencia administrativa durante la vigencia del Tratado, cualquier suma facturada por la Comisión del Canal de Panamá al Gobierno Central de la República de Panamá, que queda pendiente por más de treinta días después del recibo de una factura, será compensado por la Comisión del Canal de Panamá del proximo pago a su Gobierno.

Si lo antedicho es aceptable a Vuestra Excelencia, tengo el honor de sugerir que esta nota junto con su respuesta indicando su aceptación, constituyan un acuerdo entre nuestros dos Gobiernos, efectivo el día de hoy."

Tengo el honor de confirmarle que mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma, constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JUAN MANUEL CASTULOVICH
Ministro Encargado de Relaciones Exteriores

TRANSLATION

Republic of Panama
Ministry of Foreign Relations
Panama 4, Panama

No. DVM-030 March 25, 1980

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 206 of today's date, which reads as follows:

[For the English language text, see pp. 4359-4360.]

I have the honor to confirm that my Government concurs in the terms of the transcribed note and, consequently, also agrees that it and this reply thereto shall constitute an agreement between our two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Juan M. Castulovich

Juan Manuel Castulovich
Acting Minister of Foreign Relations

His Excellency
Ambler Moss,
Ambassador of the United States
of America,
Panama.

AGREED MINUTE

With reference to Note No. 206 of the Embassy of the United States and Note No. DVM-030 of the Ministry of Foreign Relations of the Republic of Panama, signed this date, it is agreed that the amounts which would have been paid by this date to the United States or its agencies pursuant to such agreement had it been in effect from October 1, 1979 shall be deducted from the amounts to be paid to the Republic of Panama by the Panama Canal Commission pursuant to the Agreed Minute to Notes No. 207 and No. DVM-031, initialed this date.

Embassy of the United States of America,
Panama, March 25, 1980.

The American Ambassador to the Panamanian Acting Minister of Foreign Relations

PANAMA, *March 25, 1980*

No. 207

EXCELLENCY:

I have the honor to refer to the Panama Canal Treaty, signed September 7, 1977, and particularly to Article III paragraph (5) and Article XIII paragraph (4) of that Treaty, which provide for certain payments to be made by the Panama Canal Commission to your Government. Since it is in the interest of both our Governments to establish the schedule on which these payments will be made as soon as possible in order to facilitate budgetary and cash flow management planning for the relevant agencies of our Governments, I have the honor to propose to you that the payments provided for in these articles be made in accordance with the schedule set forth below.

Article III paragraph (5) of the Treaty provides that the Panama Canal Commission will reimburse the Republic of Panama for the costs it incurs in providing specified public services in the Canal operating area and the housing areas, as these areas are defined in the Treaty and related agreements. I propose that the Panama Canal Commission remit to your Government, within 15 days after the close of each month, one-twelfth of the total payment under Article III paragraph (5) as established for one year in accordance with the Panama Canal Treaty and the instruments of ratification related thereto.

Article XIII paragraph (4) of the Treaty establishes that the Panama Canal Commission will make to the Republic of Panama certain payments which will constitute the return to the Republic of Panama on the resources it will continue to dedicate under that Treaty to operation and defense of the Panama Canal. Payments under subparagraph 4(a) of Article XIII are to be in the form of a specified amount per Panama Canal ton for each vessel which transits the Canal. Under the normal accounting practices of the Canal enterprise, toll revenues and transit tonnage are calculated on a monthly basis. Accordingly, I have the honor to propose that payments due under Article XIII (4) (a) of the Treaty, based on actual transits of the Canal, be calculated as of the end of each month and payable within 15 days of that date. Similarly, as a matter of administrative convenience, I have the honor to propose that the monthly payment of one-twelfth of the annuity established under Article XIII (4) (b) be payable within 15 days after the close of each month.

Regarding any sum that may be owing to your Government under Article XIII (4) (c) of the Treaty, payment, if any, would be made no later than April 30 of each year, subsequent to the delivery by the United States General Accounting Office of the Certified

Annual Financial Audit Reports of the Panama Canal Commission, which are due to be completed by March 31 of each year. Thus, I have the honor to propose that the Panama Canal Commission inform your Government each year, during the term of the Treaty, upon receipt of Certified Audit Reports, of the total cumulative amount under Article XIII (4) (c) which remained unpaid as of September 30 of the prior year, and remit at that time the payments under Article XIII (4) (c) for the prior fiscal year, if any is payable.

If the foregoing is acceptable to you, I have the honor to suggest that this Note and your reply thereto indicating acceptance shall constitute an agreement between our two Governments effective this date.

AMBLER H. MOSS, JR.

His Excellency
JUAN MANUAL CASTULOVICH,
Acting Minister of Foreign Relations,
Panama.

The Panamanian Acting Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

25 de marzo de 1980
Nota N°DVM - 031

Excelencia:

Tengo el honor de avisar recibo de la nota No. 207 de Su Excelencia fechada hoy cuyo texto es el siguiente:

"Excelencia:

Tengo el honor de referirme al Tratado del Canal de Panamá, firmado el 7 de Septiembre de 1977, y de manera especial al Artículo III, parágrafo 5, y al Artículo XIII, parágrafo 4 de dicho Tratado, que disponen ciertos pagos que habrá de efectuar la Comisión del Canal de Panamá a su Gobierno. Considerando que es del interés de nuestros dos Gobiernos establecer el programa según el cual se efectuarán dichos pagos tan pronto como sea posible a fin de facilitar la planificación de la administración del presupuesto y del flujo de caja para los organismos pertinentes de nuestros Gobiernos, tengo el honor de proponerle que los pagos estipulados en dichos artículos se efectúen de conformidad con el programa que se establece a continuación.

El Artículo III, parágrafo 5 del Tratado, dispone que la Comisión del Canal de Panamá reembolsará a la República de Panamá los costos en que incurra en la prestación de determinados servicios públicos en las áreas de vivienda y de funcionamiento del Canal, conforme se definen en el Tratado y sus acuerdos conexos. Propongo que la Comisión del Canal de Panamá remita a su Gobierno dentro de los 15 días siguientes al cierre de cada mes, una doceava parte del pago total conforme al Artículo III, parágrafo 5, tal como

A Su Excelencia
Ambler Moss
Embajador de los Estados Unidos de América
Presente

se ha establecido para un año conforme al Tratado del Canal de Panamá y los instrumentos de ratificación relativos al mismo.

El Artículo XIII, parágrafo 4 del Tratado establece que la Comisión del Canal de Panamá hará efectivos ciertos pagos a la República de Panamá, los cuales constituirán la retribución a la República de Panamá por los recursos que continuará dedicando a la operación y defensa del Canal de Panamá conforme a dicho Tratado. Los pagos estipulados en el sub-parágrafo 4 (a) del Artículo XIII se efectuarán en la forma de una cantidad especificada por tonelada del Canal de Panamá para cada barco que transite por el Canal de Panamá. Según las prácticas normales de contabilidad de la enpresa del Canal, los ingresos por concepto de peaje y el tonelaje en tránsito se calculan sobre una base mensual. Por consiguiente, tengo el honor de proponer que los pagos que deban hacerse conforme al Artículo XIII, 4 (a) del Tratado, basados en los tránsitos actuales del Canal, se calculen al final de cada mes y sean pagaderos dentro de los 15 días siguientes a dicha fecha. De igual modo, por razones de conveniencia administrativa, tengo el honor de proponer que los pagos mensuales de una doceava parte de la anualidad establecida en el Artículo XIII 4 (b) sean pagaderos en un término de 15 días al cierre de cada mes.

Con respecto a cualquier suma que se pudiera adeudar a su Gobierno según el Artículo XIII (4) del Tratado, el pago, si lo hubiere, se haría a no más tardar el 30 de abril de cada año subsiguiente a la entrega por parte de la Oficina General de Contabilidad (GAO) de los Estados Unidos de

América, de los Informes Financieros de Auditoría Anuales Certificados de la Comisión del Canal de Panamá, que deberán estar terminados el 31 de Marzo de cada año. Por lo tanto, tengo el honor de proponer que la Comisión del Canal de Panamá informe a su Gobierno cada año durante la vigencia del Tratado al recibir los Informes Certificados de Auditoría sobre el monto total acumulativo conforme al Artículo XIII (4) (c) que estuviese pendiente de pago al 30 de Septiembre del año anterior, y que remita en dicha ocasión los pagos estipulados en el Artículo XIII 4 (c) correspondientes al año fiscal anterior, si hubiese alguno por hacer.

Si lo antedicho es aceptable a Vuestra Excelencia, tengo el honor de sugerir que esta Nota y su respuesta a la misma indicando su aceptación, constituyan un acuerdo entre nuestros dos Gobiernos, con vigencia a partir de esta fecha".

Tengo el honor de confirmarle que mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma, constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JUAN MANUEL CASTULOVICH
Ministro Encargado de Relaciones Exteriores

TRANSLATION

Republic of Panama
Ministry of Foreign Relations

No. DVM - 031

March 25, 1980

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 207 of this date, the text of which is as follows:

[For the English language text, see pp. 4366-4367.]

I have the honor to inform you that my Government accepts the terms of the note transcribed above and that it therefore agrees that the aforesaid note and this reply shall constitute an agreement between our two Governments.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

Juan M. Castulovich

Juan Manuel Castulovich
Acting Minister of Foreign Relations

His Excellency
Ambler Moss,
Ambassador of the United
States of America,
Panama.

AGREED MINUTE

With reference to Note No. 207 of the Embassy of the United States and Note No. DVM-031 of the Ministry of Foreign Relations of the Republic of Panama, signed this date, it is agreed that the amounts which would have been paid by this date to the Republic of Panama by the Panama Canal Commission pursuant to such agreement, had such agreement been in effect from October 1, 1979, shall be paid to the Republic of Panama no later than March 31, 1980.

Embassy of the United States of America,
Panama, March 25, 1980.

PANAMA

Property Transfer: Gamboa Penitentiary

Agreement effected by exchange of notes
Signed at Panama December 30, 1980;
Entered into force December 30, 1980.

The American Ambassador to the Panamanian Minister of Foreign Relations

Panamá, December 30, 1980

No. 306

Excellency:

I have the honor to propose to Your Excellency that the use by the United States of the Canal Zone Penitentiary cease at midnight, December 31, 1980. In accordance with Article XIII, paragraph 2(b) of the Panama Canal Treaty, [1] all right, title and interest which my Government may have with respect to the real property located at the Penitentiary at Gamboa (identified on the map annexed hereto), [2] including all non-removable improvements thereon, would then transfer to your Government at that time.

This cessation of use by my Government is contingent upon Your Excellency's agreement that, notwithstanding paragraph 6(b) of Annex A to the Agreement in Implementation of Article III of the Panama Canal Treaty, the area referred to herein shall be subject to the provisions of Article IV of the Agreement in Implementation of Article III [3] from the date of the Transfer for the life of that Agreement.

His Excellency

Carlos Ozores Typaldos,

Minister of Foreign Relations,

Panama, Republic of Panama.

[1] TIAS 10030; 33 UST 39.
[2] Not printed.
[3] TIAS 10031; 33 UST 141.

The Panama Canal Commission will maintain the Penitentiary at its own expense through December 31, 1980.

As a condition of this transfer, it is understood that the Government of Panama will insure that employees of the Panama Canal Commission are allowed free and unimpeded access across the Penitentiary grounds for purposes of --

(I) Maintaining, improving and replacing navigational aids;

(II) Maintaining the 44KV transmission lines and towers located on the railroad right-of-way;

(III) Maintaining and using the various triangulation stations and other geodetic bench marks located in the vicinity;

(IV) Maintaining several range lights and overhead electrical distribution lines serving various aids to navigation;

(V) Reaching the small boat landing located in the Canal operating area on the East Bank, at Canal Station 1666-70; and

(VI) Maintaining water meters, valves and piping located between the Penitentiary and the Canal and along the railroad.

It is further understood that the Government of Panama will insure that free and unimpeded access to the Bohio and adjacent facilities located between the Penitentiary and the Canal is provided to those persons and groups as the Panama Canal Commission may from time to time indicate are authorized to use them.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and Your Excellency's response thereto indicating acceptance shall constitute an agreement between our two Governments in this matter.

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

Ambler H. Moss Jr. [1]

Annex - as indicated

[1] Ambler H. Moss, Jr.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

DGPE-EUC-No.601/585-A
30 de diciembre de 1980

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia para avisar el recibo de su Nota No.306 del 30 de diciembre de 1980, referente al cese de parte de los Estados Unidos de América del uso de las instalaciones de la Penitenciaría de Gamboa, ubicada en el área del Canal de Panamá, de acuerdo con el parágrafo 6(b) del Anexo A del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá.

Por este medio se informa a Vuestra Excelencia que el Gobierno de la República de Panamá está de acuerdo con el contenido de la citada Nota 306 del 30 de diciembre de 1980, y proceda al Canje de Notas que el acuerdo sugiere en los términos siguientes:

"Su Excelencia:

Tengo el honor de proponer a Vuestra Excelencia que a medianoche del 31 de diciembre de 1980 cese de parte de los Estados Unidos el uso de la Penitenciaría de la Zona del Canal. De acuerdo con el Artículo XIII, parágrafo 2 (b) del Tratado del Canal de Panamá, todos los derechos, títulos e intereses que mi Gobierno pueda tener respecto a los bienes raíces ubicados en la Penitenciaría de Gamboa (identificados en el mapa adjunto), incluyendo todas las mejoras inamovibles sobre la misma, serían entonces trasnferidos al Gobierno de Vuestra Excelencia en esa fecha.

Esta cesación

A Su Excelencia
Ambler H. Moss, Jr.
Embajador de los Estados Unidos de América
E. S. D.

Esta cesación del uso por parte de mi Gobierno se basa en la aceptación de parte de Vuestra Excelencia que, no obstante el parágrafo 6(b) del Anexo A del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá, el área referida aquí estará sujeta a las estipulaciones del Artículo IV del Acuerdo para la Ejecución del Artículo III desde la fecha del Traspaso por el tiempo que dure dicho Acuerdo.

La Comisión del Canal de Panamá tendrá a su cargo los gastos de mantenimiento de la Penitenciaría hasta el 31 de diciembre de 1980.

Como condición de este traspaso, queda entendido que el Gobierno de Panamá garantizará que los empleados de la Comisión del Canal de Panamá tendrán libre acceso y sin ningún impedimento para atravesar los terrenos de la Penitenciaría para el:

(I) Mantenimiento, mejoras y reemplazo de las ayudas a la navegación;

(II) Mantenimiento de las líneas y torres de transmisión de 44KV que están a lo largo de la servidumbre de paso del Ferrocarril;

(III) Mantenimiento y uso de las diferentes estaciones de triangulación y otros hitos geodésicos ubicados en la vecindad;

(IV) Mantenimiento de varias luces de balizas y de las líneas elevadas de distribución eléctrica que suplen a varios ayudas a la navegación;

(V) Acceso al pequeño muelle ubicado en el área de funcionamiento del Canal en la orilla oriental, en la Estación del Canal 1666-70; y

(VI) Mantenimiento de los medidores de agua, válvulas y tuberías ubicados entre la Penitenciaría y el Canal, y a lo largo de la vía férrea.

Queda entendido además que el Gobierno de Panamá garantizará el libre acceso y sin ningún impedimento al Bohío y a las instalaciones adyacentes ubicadas entre la Penitenciaría y el Canal, a aquellas personas y grupos que de tiempo en tiempo sean autorizadas por la Comisión del Canal para usar dichas instalaciones.

Si su Gobierno acepta lo antedicho, tengo el honor de proponer que esta Nota y la respuesta de Vues-

tra Excelencia

tra Excelencia a la misma indicando su aceptación, constituyan un acuerdo entre nuestros Gobiernos concernientes a este asunto.

Acepte, Excelencia, las renovadas seguridades de mi más alta distinguida consideración".

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta [alta] consideración.

CARLOS OZORES T.
Ministro de Relaciones Exteriores.

TRANSLATION

Republic of Panama
Ministry of Foreign Relations

DGPE-EUC-No. 601/585-A December 30, 1980

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 306 of December 30, 1980, referring to the cessation of use by the United States of America of the Gamboa Penitentiary facilities located in the Panama Canal area, in accordance with paragraph 6(b) of Annex A to the Agreement in Implementation of Article III of the Panama Canal Treaty.

The Government of the Republic of Panama concurs in the terms of the aforementioned note No. 306 of December 30, 1980, and wishes to effect the proposed Exchange of Notes, worded as follows:

[For the English language text, see pp. 4374-4376.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos Ozores T

Carlos Ozores T.
Minister of Foreign Relations

His Excellency
Ambler H. Moss, Jr.,
Ambassador of the United States of America,
Panama City.

INDIA

Economic Assistance: Rural Electrification

Agreement signed at New Delhi June 30, 1979;
Entered into force June 30, 1979.

A. I. D. Loan No. 386-T-225

Project No. 386-0462

PROJECT LOAN AGREEMENT

BETWEEN

THE PRESIDENT OF INDIA

AND

THE UNITED STATES OF AMERICA

FOR

RURAL ELECTRIFICATION

Dated: June 30, 1979

TIAS 10603

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A. I. D. Loan No. 386-T-225

Project Loan Agreement

Dated: June 30, 1979

Between

The President of India ("Borrower")

and

The United States of America, acting through the Agency for International Development ("A. I. D.")

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Borrower of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of the establishment of the infrastructure required to provide electrification to rural areas within certain states. Annex 1, attached, amplifies the above definition of the Project.

Within the limits of the definition of the Project in this Section 2.1, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2 without formal amendment of this Agreement.

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Article 3: Financing

SECTION 3.1. The Loan. To assist the Borrower to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Fifty-Eight Million United States ("U.S.") Dollars ($58,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal".

The Loan may be used to finance foreign exchange costs, as defined in Section 7.1., and local currency costs, as defined in Section 7.2, of goods and services required for the Project.

SECTION 3.2. Borrower Resources for the Project.

(a) The Borrower agrees to provide or cause to be provided for the Project all funds, in addition to the Loan, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources to be provided or caused to be provided by the Borrower for the Project are estimated to be not less than the equivalent of U.S. $58,000,000 including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" (PACD), which is June 30, 1983, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services

[1] 75 Stat. 424; 22 U.S.C. § 2151.

financed under the Loan will have been performed and all goods financed under the Loan will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Loan for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Borrower, may at any time or times reduce the amount of the Loan by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement of the Loan hereunder and at the rate of three percent (3%) per annum thereafter

on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement, and will be computed on the basis of a 365-day year. Interest will be payable no later than six (6) months after the first disbursement of the Loan hereunder, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3 Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay without penalty all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of India, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1 and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after the delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The

negotiations will take place at a location mutually agreed upon by the representatives of the Parties.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.2 and a specimen signature of each person specified in such statement;

(c) A draft tender document including specifications for all equipment and material to be procured under the Loan; a schedule for the installation of such equipment and material;

(d) Procedures for procurement of equipment and material restricted to local bidding.

SECTION 5.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1 have been met, it will promptly notify the Borrower.

SECTION 5.3. Terminal Dates for Conditions Precedent. If all the conditions specified in Section 5.1 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Borrower.

Article 6. Special Covenants

SECTION 6.1. Project Evaluation. The Borrower agrees to establish an evaluation program satisfactory to the Parties as an integral part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one point thereafter: (a) evaluation of progress toward attainment of the objectives of the Project: (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 6.2. Eligible States. The Borrower will assure that REC will relend funds representing the AID Loan only to those State Electricity Boards (SEBs) which are eligible for IDA financing of rural electrification.

Article 7: Procurement Source

SECTION 7.1. Foreign Exchange Costs. Disbursements made pursuant to Section 8.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Standard Provisions Annex, Section C.1 (a) with respect to ocean and air shipping and Section C.1 (b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 8. Disbursements

SECTION 8.1 Disbursement for Foreign Exchange Costs. After satisfaction of conditions precedent, the Borrower may obtain disbursements of funds under the Loan for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in the Borrower's behalf for the Project;

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Credit or Commitment shall be for the account of the Borrower and may be financed under the Loan.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Borrower may obtain disbursement of funds under the Loan for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as may be reasonably prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements hereunder shall be purchased by A.I.D. with U.S. dollars from the Reserve Bank of India. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Loan are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Borrower will make such arrangements as may be necessary so that such funds may be converted into currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursements of the Loan by A.I.D. will be deemed to occur (A) on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract or purchase order; (B) on the date on which A.I.D. disburses to the Borrower or its designee local currency acquired in accordance with Section 8.2 (b).

Article 9: Miscellaneous

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Borrower:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi
Alternate Address for telegrams:	ECOFAIRS, NEW DELHI

To A.I.D.:

Mail Address:	Mission Director USAID, American Embassy, West Building New Delhi
Alternate Address for telegrams:	USAID, NEW DELHI

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Director or Deputy Secretary, Department of Economic Affairs, Ministry of Finance, and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Borrower with specimen signatures will be provided to A.I.D. which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Project Loan Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity

[1] See footnote 1, p. 4384.
[2] Not printed in the Hindi language.

or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA	THE UNITED STATES OF AMERICA
By Manmohan Singh	By Robert F. Goheen
Name: Manmohan Singh	Name: Robert F. Goheen
Title: Secretary to the Government of India Department of Economic Affairs Ministry of Finance	Title: Ambassador

TIAS 10603

A. I. D. Loan No. 386-T-225

Annex 1

Project Description

The purpose of the Rural Electrification Project is to provide electrical energy for productive and social services to "backward" areas. Achievement of the purpose is expected to contribute to the attainment of the goals of (1) an acceleration in the growth of agricultural production and hence incomes and (2) in the generation of employment opportunities. The Project's purpose will be accomplished by constructing schemes which will contain the infrastructure required for distributing electricity from existing grids to rural areas. The Project is expected to be completed by June 30, 1983.

The primary emphasis of these schemes will be on the energization of pumpsets for the development of groundwater resources for increasing agricultural productivity. Under these schemes secondary emphasis will be placed on the lighting of village households and commercial establishments within villages, the provision of electricity for making possible the development of small-scale, agro-based rural industries, and electricity for public street lights.

The Rural Electrification Corporation (REC) of the GOI is the principal organization responsible for the appraisal, approval, and the provision of funds for the construction of schemes. Schemes are formulated and submitted by State Electricity Boards (SEBs) to

REC in accordance with REC's established policies and guidelines concerning the technical, financial, and economic feasibility of the schemes. Schemes will be implemented by SEBs in accordance with sound engineering and construction practices.

REC and the SEBs will be jointly responsible for the monitoring of the progress of the construction of schemes and for the achievement of their estimated load growth targets. Such monitoring will take place according to established practice.

The AID contribution ($58 million) to the total Project cost will be used to finance the costs of certain equipment and materials required for the construction of these electrification schemes. The materials and equipment may include major items (transformers, conductors, insulators, meters) and minor items (L.T. cutouts, lightning arrestors, cross-arms, insulated wire, air break switches, and G.I. wire). Such materials are to be procured by the participating SEBs following AID procedures and will be used for installation in schemes primarily during the Indian financial years of 1980/1981 and 1981/1982. The schemes that will be eligible for financing shall have been approved for the period beginning April 1, 1977 through March 31, 1982.

NEW ZEALAND

Scientific Cooperation: Astronomical Observatory

Agreement effected by exchange of notes
Signed at Wellington November 11, 1982;
Entered into force November 11, 1982.

The American Ambassador to the New Zealand Minister of Foreign Affairs

The American Ambassador to the New Zealand Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Wellington, November 11, 1982

No. 127

Excellency:

I have the honor to refer to discussions which have taken place between the New Zealand and the United States Governments concerning the establishment and operation in New Zealand by the United States Navy of an astronomical observatory. The purpose of this observatory is to contribute to the conduct of a scientific program, known as the Southern Astrometric Program, part of a worldwide research effort endorsed by the International Astronomical Union (IAU). The program is designed to improve our knowledge of the positions and motions of Southern Hemisphere stars. This knowledge is expected to have a variety of scientific uses, including study of the dynamics of the Milky Way Galaxy, the cosmic distance scale and the evolution of stars and the more accurate determination of star positions for navigational and geodetic purposes.

Enclosure:
1. Memorandum of Understandings

His Excellency
Hon. W. E. Cooper,
Minister of Foreign Affairs,
Wellington.

TIAS 10604

The results of the program will be made freely available to the international scientific community and to all nations who wish to use the material for navigational or other purposes. It is expected that results of the program will be included in a celestial catalog showing the positions and proper motions of stars in Southern Hemisphere skies.

I am able to confirm that the program has not been conceived for military purposes. The information collected by the observatory could have military applications, as is the case with other facilities which are concerned with the gathering of data of benefit to civilian and scientific users, but no military direction will be applied to the data collection process.

I now have the honor to propose that the provisions contained in the attached Memorandum of Understandings and Agreed Minute thereto shall apply to this program.

If the proposals contained in the present Note, and the understandings set out in the attached Memorandum and Agreed Minute thereto, are acceptable to the Government of New Zealand, I have the further honor to suggest that this Note and your reply thereto indicating such approval should constitute an agreement between our two Governments which shall enter into force on the date of your Note in reply

and shall remain in force for an initial period of ten years, after which period either Government may at any time give to the other Government notice of intention to terminate the agreement which shall then terminate six months after the date on which such notice was received.

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

H. Monroe Browne [1]

[1] H. Monroe Browne.

MEMORANDUM OF UNDERSTANDINGS

SOUTHERN ASTROMETRIC PROGRAM

1. (a) The Government of New Zealand agrees to the establishment and operation of an astronomical observatory on Mt. Altimarlock in the Black Birch Range in Marlborough in New Zealand for use by the United States Navy and to the establishment and operation of such communications facilities as the New Zealand and United States Governments agree are required in connection with such observatory. The observatory will consist of an automated seven-inch Transit Circle telescope housed in one building and, during a portion of the period of this Agreement, a twin astrograph telescope housed in another building, together with two small marker buildings, an operations building and a small utility structure.

(b) The Government of New Zealand agrees to the transit of United States personnel, ships and aircraft engaged in this program through New Zealand and to the accommodation of such United States personnel in New Zealand. The Government of the United States agrees to involve New Zealand personnel and New Zealand public or private entities, to the maximum practicable extent, in the provision of goods or services related to the establishment and operation of the observatory and may enter into contracts for this purpose.

(c) The financial and other conditions on which the site of the observatory may be made available together with the conditions under which it shall be returned, will be decided by agreement between the New Zealand and United States authorities.

(d) The Government of the United States agrees to the involvement of New Zealand scientists and other appropriate New Zealand personnel as fully as possible in the establishment and operation of the observatory and in the analysis of data acquired through the operation of the observatory. Detailed arrangements for the involvement of New Zealand scientists and other appropriate New Zealand personnel will be decided by agreement between the New Zealand and United States authorities.

(e) All data acquired through the operation of the observatory (including but not limited to celestial catalogs) and any other publications or reports produced from the data will be available to the New Zealand Government. In addition the results of the program will be made generally available to the scientific community world-wide. It is understood that the use of data made available will be governed by the normal courtesies concerning the use of scientific information and neither the data, publications or reports based on the data will be published without the consent of the United States, which will not be unreasonably withheld.

(f) The Government of the United States and the Government of New Zealand will consider arrangements, at the request of the Government of New Zealand, for the establishment and operation of meteorological instruments and the development of a reporting program for the New Zealand Meteorological Services at the observatory.

2. (a) As appropriate, the normal requirements in connection with the arrival in and departure from New Zealand of ships and aircraft of or chartered by the United States Navy engaged in the program will be waived.

(b) As appropriate, and subject to arrangements agreed between the New Zealand and United States authorities, the Government of New Zealand shall facilitate, consistent with law, the entry to and exit from its territory of United States personnel.

3. (a) Subject to such procedures as may be arranged, the Government of New Zealand will exempt from payment of taxes and customs duties, goods and equipment imported into or exported out of New Zealand by the United States authorities or United States personnel in connection with the program.

(b) The presence of United States personnel in New Zealand solely in connection with this program shall not subject them to taxation on their salary and emoluments received from the United States Government or on any tangible movable property the presence of which in New Zealand is due solely to their temporary presence there, nor constitute residence nor domicile for New Zealand tax purposes.

4. (a) If United States personnel are alleged to have committed acts which are offenses against New Zealand law, the following provisions shall apply:

(i) The New Zealand authorities, recognizing the problems arising from concurrent jurisdiction in criminal matters over such personnel in New Zealand territory, will consider alleged offenses affecting only United States personnel or property, or committed in the performance of official duty, as a matter for the United States authorities, unless the United States indicates in a particular case that it does not, under its laws, have jurisdiction to try the offense in question.

(ii) Moreover, the New Zealand authorities will not ordinarily be concerned to institute proceedings in the New Zealand courts in respect of alleged minor offenses which do not fall within the categories referred to in (i) above.

(b) For their part, the United States authorities will take measures to ensure respect for the laws of New Zealand by United States personnel and will take whatever steps are necessary to punish personnel subject to their jurisdiction who have committed acts which are offenses against those laws.

(c) United States personnel who have been arrested or apprehended, whether by the New Zealand authorities or by the United States authorities, will be retained in custody by the United States authorities, who shall produce the personnel concerned, upon request by the New Zealand authorities, for investigation, identification or trial. If, in a particular case, United States authorities are unable to retain custody of an individual over whom New Zealand will exercise jurisdiction the appropriate New Zealand authorities shall be promptly notified.

(d) It is understood that the principle of not trying an accused twice for the same offense will be followed, except that the United States authorities shall remain free to punish for violation of rules of military discipline.

5. (a) It is the understanding of the New Zealand Government that United States law makes provision for the settlement of meritorious claims for loss or damage caused by the acts or omissions (whether committed on or off duty) of United States personnel, and acts or omissions arising out of the performance of official duty by employees of the United States forces who are nationals of or ordinarily resident in New Zealand. In this connection, it is understood that the United States compensation authorities will pay, in accordance with and to the fullest extent possible under United States claims rules and procedures, just and reasonable compensation, when accepted by claimants in full satisfaction and in final settlement, for meritorious claims for injury or death or damage to property arising out of such acts or omissions. It is understood that United States claims legislation requires that such claims be presented to United States authorities within two years after the occurrence of the accident or incident out of which the claim arises.

(b) It is further understood by the two Governments that the satisfactory procedures which have been arranged with the Office of the Solicitor-General of New Zealand for the settlement of such claims will be maintained, and accordingly, that the United States compensation authorities will, in determining liability and compensation, continue to give due regard to the Solicitor-General's assessment and to the amount which he may recommend for settlement in particular cases.

6. The Governments of New Zealand and the United States of America will cooperate in making appropriate administrative arrangements to give effect to the understandings set out in this memorandum and to resolve any other practical issues which may from time to time arise from the presence in New Zealand of personnel, ships and aircraft of the United States in connection with the program.

7. The term "United States personnel" includes uniformed members of the United States forces and civilian employees of the forces except those employees who are nationals of, or ordinarily resident in, New Zealand; for the purposes of paragraphs 1, 2 and 3 of this memorandum it also includes the dependents of United States personnel.

AGREED MINUTE

With respect to paragraph 2, it is understood that uniformed members of the United States Forces should be permitted to enter New Zealand upon presentation of an identification card and appropriate orders. Other United States personnel shall have in their possession a passport and visa. The Government of New Zealand shall issue such visas and other necessary documentation in accordance with its laws and regulations.

The New Zealand Minister of Foreign Affairs to the American Ambassador

The New Zealand Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS
PARLIAMENT HOUSE
WELLINGTON, NEW ZEALAND

11 November 1982

Excellency,

I have the honour to acknowledge the receipt of your Note of today's date, together with its attached Memorandum of Understandings and the Agreed Minute thereto, the texts of which read as follows:

[For the text of the U.S. letter and attachments, see pp. 4402-4409.]

I have the honour to inform you that the proposals contained in your Note, together with the understandings set out in its attached Memorandum and the Agreed Minute thereto, are acceptable to the Government of New Zealand, which regards your Note and my present reply as constituting an agreement between our two Governments which shall enter into force on today's date.

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

(Warren Cooper)
Minister of Foreign Affairs

His Excellency Mr H. Monroe Browne,
Ambassador of the United States of America,
WELLINGTON.

TIAS 10604

CANADA

Space Cooperation

Agreement amending and extending the agreement of March 19 and September 20, 1979.
Effected by exchange of notes
Signed at Ottawa October 8 and November 12, 1982;
Entered into force November 12, 1982;
Effective July 1, 1982.

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, October 8, 1982

No. 311

Excellency:

I have the honor to refer to the Agreement between the United States of America and Canada concerning activities of the United States at the Churchill Research Range, with annex, affected by exchange of notes at Ottawa November 16 and December 18, 1970, as extended by exchange of notes June 29, 1973, June 8 and July 30, 1976, and extended and amended by exchange of notes March 19 and September 20, 1979.[1] I also wish to refer to the recent discussions between representatives of our two governments concerning support of activities at the Churchill Range as well as other facilities of the National Research Council of Canada.

Because of the continued mutual interest of both countries in the accommodation of United States activities at space research facilities of the National Research Council of Canada, I have the honor to propose that the Agreement be amended and extended for an additional period of three years, with effect from July 1, 1982.

It is my understanding that the Government of Canada has found it acceptable to waive the requirement for 30 days advance notice for US Government owned aircraft to

His Excellency
Allan MacEachen,
Secretary of State for External Affairs,
Ottawa.

[1] TIAS 7024, 7686, 8389, 9601; 21 UST 2992; 24 UST 1776; 27 UST 3736; 30 UST 7565.

enter Canada in order to support U.S. activities at the National Research Council of Canada facilities. In view of these developments and in order to make other editorial corrections to the Agreement, I have the further honor to propose that the title of the Agreement correspond to the title of the Annex and that the Annex to the 1970 Agreement setting forth the terms and conditions governing the support of United States activities at the Churchill Range be amended to read as follows:

ANNEX

Support of United States Activities at
The National Research Council of Canada
Space Research Facilities

ARTICLE I

Canadian Government Responsibility

1. The Government of Canada (hereinafter referred to as Canada) may from time to time make the National Research Council of Canada Space Research Facilities (hereinafter referred to as the NRC facilities) available to agencies of the Government of the United States (hereinafter referred to as the United States) to carry out experiments for peaceful purposes involving sounding rockets and shall support accepted projects with the services and facilities of the NRC to the same extent as it supports Canadian experiments, subject to the requirements of the Canadian program.

2. Canada may similarly make these facilities of the NRC available for scientific experiments using ground-based instruments, balloons or aircraft.

ARTICLE II

United States Government Responsibility

The United States will continue to provide such rockets and rocket-borne equipment as may be required for United States launches and such ground measuring and recording devices not available at NRC facilities as they may deem necessary and may provide such other equipment as needed for the performance of activities under this Agreement. Equipment provided by the United States may be operated by either of the parties to this Agreement.

ARTICLE III

Cooperating Agencies

Cooperating Agencies shall be designated by each Government to carry out, in consultation, the provisions of this Agreement. For Canada the Cooperating Agency shall be the National Research Council of Canada (hereinafter referred to as NRC). For the United States the Cooperating Agency shall be the National Aeronautics and Space Administration (hereinafter referred to as NASA). Either Government may change its Cooperating Agency by means of notice in writing to the other Government. The Cooperating Agencies designated by the two Governments are authorized to conclude supplementary agreements and administrative arrangements from time to time in the implementation of this agreement.

ARTICLE IV

Scheduling

The NRC shall determine the level of activities to be conducted at its space research facilities.

Rocket and balloon launching schedules and all other details shall, for each specific case, be arranged between the Cooperating Agencies.

ARTICLE V

Safety

All programs conducted at the NRC facilities shall conform to the NRC Safety Regulations in force at the NRC facility.

ARTICLE VI

Financial Arrangements

1. For each launching of a sounding rocket from the NRC facilities pursuant to this Agreement, the United States shall pay at a rate or rates to be mutually agreed by the Cooperating Agencies.

2. For United States experiments at the NRC facilities not involving sounding rockets, the appropriate remuneration shall be agreed in each individual case by the Cooperating Agencies.

ARTICLE VII

Data Exchange

The scientific data derived by each Government from the conduct of activities pursuant to this Agreement shall be made available on request within a reasonable period of time to the Cooperating Agency of the other Government, subject to normal protection being given to the interests of prime experimenters. Scientific data will also be made available to the international scientific community, subject to the protection of the experimenters' rights.

ARTICLE VIII

Definition of term "United States Personnel"

For the purpose of this Agreement, the term "United States Personnel" shall mean:

1. Civilian personnel (including persons who are not United States citizens) engaged in or connected with United States activities on the NRC facilities but excluding:

(i) Canadian citizens and persons ordinarily resident in Canada.

(ii) Personnel employed by a contractor engaged by the Canadian Cooperating Agency for the operation and maintenance of the NRC facilities.

2. Members of the United States "force" and "civilian component" as defined in Article I of the North Atlantic Treaty Status of Forces Agreement signed in London on June 19, 1951.[1]

ARTICLE IX

Canadian Immigration and Customs Regulations

1. Except as otherwise provided, the direct entry of United States personnel into Canada shall be in accordance with Canadian customs and immigration procedures which shall be administered by local Canadian officials designated by Canada.

2. Canada shall take the necessary steps to facilitate the admission into, and the departure from, the territory of Canada of United States personnel. The United States, at the request of Canada, will assist in arranging for the departure from Canada of any such personnel without expense to Canada.

ARTICLE X

Entry into Canada of U.S. Government-Owned Aircraft

Canada agrees to waive the requirement for 30 days advance notice for U.S. Government-owned aircraft to enter

[1] TIAS 2846; 4 UST 1794.

Canada in order to support U.S. activities at the NRC facilities. This waiver is granted provided that the flights are conducted in accordance with Canadian Air Regulations and Air Traffic Procedures and that normal international flight plans are filed for each flight.

ARTICLE XI

Taxation

Canada shall grant remission of customs duties and federal sales and excise taxes on goods imported by or on behalf of the United States specifically for its own use at the NRC facilities and federal sales and excise taxes on goods purchased by or on behalf of the United States in Canada which are to be used exclusively by the United States at the NRC facilities.

ARTICLE XII

Liability and Claims

1. In case of an accident arising in connection with the operation of the NRC facilities responsibility to third parties shall be determined in accordance with Canadian law.

2. No liability shall attach to the United States based solely on title in the equipment and facilities at the NRC facilities.

3. Where, as a result of determination in accordance with Canadian law the operators of the NRC facilities are found liable, the Canadian Cooperating Agency shall bear the cost thereof.

TIAS 10605

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4. Claims for damage to property or injury to persons arising from acts or omissions of United States personnel, who are sponsored by or employed by or directly connected with NASA, may be considered and settled in accordance with the provisions of Section 203 (c) (13) of the United States National Aeronautics and Space Act (42 U.S.C. Sec 2473) and as it may be amended.

5. Claims for damage to property or injury to persons arising from acts or omissions of members of the United States "force" as defined in Article VIII of this Agreement will be considered and settled in accordance with Article VIII of the North Atlantic Treaty Status of Forces Agreement, signed in London on June 19, 1951.

6. In the case of other claims against the United States arising from activities at the NRC facilities the United States may also offer to settle these in accordance with applicable provisions of United States law. If any such offers are acceptable, the United States may so settle them.

ARTICLE XIII

Information

The public release of information relating to operations under this Agreement will be the responsibility of the Agency concerned with the sponsorship of each project.

If the above proposals are acceptable to the Government of Canada, I have the honor to propose that this note and Your Excellency's note in reply shall constitute an Agreement on this matter between our two governments which will enter into force on the date of this Note, with effect from July 1, 1982, and remain in force until June 30, 1985, unless

terminated by either government on three month's written notice to the other or unless extended for additional periods by mutual agreement of our two governments.

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

[1]

[1] Paul H. Robinson, Jr.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs Ministère des Affaires extérieures

Canada

Note No. ETT-0195 [November 12, 1982]

Excellency,

I have the honour to refer to your Note No. 311 of October 8, 1982 concerning support of activities of the United States of America at the Churchill Research Range as well as at other facilities of the National Research Council of Canada.

I wish to advise that the Government of Canada accepts the proposals set forth in your Note, together with the suggested amendments, and agrees that your Note, together with this reply, and the Annex thereto incorporating the suggested amendments, which are authentic in English and French, shall constitute an Agreement between our two Governments, which shall enter into force on the date of this Note with effect from July 1, 1982, and remain in force until June 30, 1985 unless terminated by either Government on three months' written notice to the other, or unless extended for additional periods by mutual consent of our two Governments.

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

Secretary of State for
External Affairs

His Excellency Paul Heron Robinson Jr.
Ambassador of the United States of America
Ottawa

ANNEX

Support of United States Activities at the

National Research Council of Canada

Space Research Facilities

[For the text, see pp. 4412–4418.]

French Text of the Canadian Note

Department of External Affairs Ministère des Affaires extérieures

Canada

NOTE NO. ETT-0195 [12 novembre 1982]

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à votre Note no. 311, en date du 8 octobre 1982, concernant l'appui des activités des Etats-Unis d'Amérique dans le Polygone de Recherche Churchill, ainsi que dans d'autres installations du Conseil national de Recherches du Canada.

Je tiens à vous faire savoir que le Gouvernment du Canada accepte les propositions qu'énonce votre Note précitée, ainsi que les modifications qu'elle formule, et consent à ce que votre Note ainsi que la présente réponse et son Annexe, dans laquelle sont insérées les modifications proposées, dont les versions française et anglaise font également foi, constituent entre nos deux Gouvernements un Accord, qui entre en vigueur à la date de la présente Note, avec effet à partir du 1er juillet 1982, et le demeurera jusqu'au 30 juin 1985, à moins que l'un ou l'autre Gouvernement n'y mette fin par un préavis écrit de trois mois à l'autre Gouvernement, ou à moins qu'il ne soit prorogé de gré à gré pour des périodes supplémentaires.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Secrétaire d'Etat aux
Affaires extérieures

Son Excellence M. Paul Heron Robinson
Ambassadeur des Etats-Unis d'Amerique
Ottawa

Annexe

Appui des activités des Etats-Unis dans
les installations de recherche spatiale
du Conseil national de recherches du Canada

ARTICLE I

Responsabilités du Gouvernement du Canada

1. Le Gouvernement du Canada (ci-après appelé le Canada) peut, de temps à autre, mettre les installations de recherche spatiale du Conseil national de recherches du Canada (ci-après appelé le CNR) à la disposition d'organismes du Gouvernement des Etats-Unis (ci-après appelé les Etats-Unis) pour précéder à des expériences à des fins pacifiques faisant intervenir des fusées-sondes, et il fournira aux projets acceptés l'appui des services et des installations du CNR dans la même mesure où il fournit cet appui aux expériences canadiennes, sous réserve des exigences du programme du Canada.

2. De la même manière, le Canada peut permettre l'utilisation de ces installations du CNR pour procéder à des expériences scientifiques faisant intervenir des instruments terrestres, des ballons ou des aéronefs.

ARTICLE II

Responsabilités du Gouvernement des Etats-Unis

Les Etats-Unis continueront de fournir les fusées et la charge utile nécessaires aux opérations de lancement des Etats-Unis, ainsi que les appareils terrestres de mesure et d'enregistrement qui ne sont pas disponibles dans les installations du CNR et qu'ils estiment nécessaires, et peuvent aussi fournir toute autre pièce de matériel nécessaire aux activités prévues par le présent Accord. Le matériel fourni par les Etats-Unis peut être utilisé par l'une ou l'autre partie au présent Accord.

ARTICLE III

Organismes de coopération

Chaque Gouvernement nomme un organisme de coopération chargé de mettre en application, par voie de consultation, les dispositions du présent Accord. L'organisme de coopération du Canada est le Conseil national de recherches du Canada (ci-après appelé le CNR). L'organisme de coopération des Etats-Unis est le National Aeronautics and Space Administration (ci-après appelé la NASA). Chaque Gouvernement peut changer d'organisme de coopération en notifiant l'autre Gouvernement par écrit. Aux fins de l'application du présent Accord, les organismes de coopération désignés par les deux Gouvernements sont habilités à conclure de temps à autre des arrangements administratifs et des ententes supplémentaires.

ARTICLE IV

Dates de lancement

1. Le CNR détermine le niveau des activités qui seront menées dans ses installations de recherche spatiale.

2. Pour chaque lancement de fusées et de ballons, les dates ainsi que tous les autres détails pertinents sont fixés par les organismes de coopération.

ARTICLE V

Sécurité

Tous les programmes exécutés dans les installations du CNR doivent être conformes aux règlements de sécurité du CNR en vigueur dans ces installations.

ARTICLE VI

Arrangements financiers

1. Pour chaque lancement d'une fusée-sonde à partir des installations du CNR aux termes du présent Accord, les Etats-Unis versent un montant calculé à un taux ou à des taux dont conviennent les organismes de coopération.

2. Pour chaque expérience des Etats-Unis dans les installations

du CNR ne faisant pas intervenir de fusées-sondes, le montant à verser est fixé par les organismes de coopération.

ARTICLE VII

Echange de données

Les données scientifiques obtenues par chaque Gouvernement à partir des activités menées en vertu du présent Accord sont, sur demande, mises à la disposition de l'organisme de coopération de l'autre Gouvernement dans un laps de temps raisonnable, sous réserve de la protection normale à accorder aux intérêts des expérimentateurs au premier chef. Les données scientifiques sont en outre mises à la disposition de la communauté scientifique internationale, sous réserve de la protection des droits des expérimentateurs.

ARTICLE VIII

Définition de l'expression "personnel des Etats-Unis"

Aux fins du présent Accord, l'expression "personnel des Etats-Unis" s'entend:

1. Du personnel civil (y compris des personnes qui ne sont pas citoyens américains) qui s'adonne ou est lié aux activités des Etats-Unis dans les installations du CNR, à l'exclusion:

(i) Des citoyens canadiens et des personnes résidant normalement au Canada, et

(ii) Du personnel au service d'un entrepreneur engagé par l'organisme de coopération du Canada pour l'exploitation et l'entretien des installations du CNR.

2. Des membres de la "force" et de l'"élément civil" des Etats-Unis ainsi que les définit l'Article I de la Convention sur le statut des forces du Traité de l'Atlantique Nord, signée le 19 juin 1951 à Londres.

ARTICLE IX

Règlements d'immigration et de douane du Canada

1. Sauf dispositions contraires, l'entrée directe du personnel des Etats-Unis au Canada s'effectue conformément aux règlements des douanes et de l'immigration du Canada dont l'application est assurée par des représentants canadiens locaux désignés par le Canada.

2. Le Canada prend les mesures nécessaires pour faciliter l'admission du personnel des Etats-Unis sur le territoire du Canada et le départ dudit personnel de ce même territoire. A la demande du Canada, les Etats-Unis aident à prendre les dispositions nécessaires au départ du Canada de ce même personnel, sans frais pour le Canada.

ARTICLE X

Entrée au Canada d'aéronefs appartenant au Gouvernement des Etats-Unis

Le Canada accepte d'exempter de la prescription relative au préavis de 30 jours les aéronefs appartenant au Gouvernement des Etats-Unis qui viennent appuyer au Canada les activités des Etats-Unis dans les installations du CNR. Cette exemption est accordée pourvu que les vols en question soient effectués en conformité avec le Règlement de l'air et les Procédures pour le contrôle du trafic aérien canadiens et que soit déposé pour chaque vol un plan de vol international standard.

ARTICLE XI

Taxation

Le Canada accorde la rémission des droits de douane, des taxes fédérales de vente et d'accise sur les biens importés par les Etats-Unis ou en leur nom expressément pour leur usage dans les installations du CNR, ainsi que la rémission des taxes fédérales de vente et d'accise sur les biens achetés au Canada par les Etats-Unis dans les installations du CNR.

ARTICLE XII

Responsabilité et réclamations

1. En cas d'accident lié à l'exploitation des installations du CNR, la responsabilité civile est établie d'après les lois canadiennes.

2. Aucune responsabilité n'est imputée aux Etats-Unis sur la

seule foi de la propriété du matériel et des appareils dans les installations du CNR.

3. Lorsque, d'après les lois canadiennes, la responsabilité des exploitants des installations du CNR est établie, l'organisme de coopération du Canada en assume les frais.

4. Les réclamations pour dommages matériels ou préjudice causé à des personnes qui résultent d'actes ou d'omissions du personnel des Etats-Unis, parrainé par la NASA, travaillant pour elle ou directement lié à elle, peuvent être examinées et réglées en conformité avec la dernière version en date des dispositions de l'Article 203 c) 13) du National Aeronautics and Space Act (42 U.S.C. Sec 2473) des Etats-Unis.

5. Les réclamations pour dommages matériels ou pour préjudice causé à des personnes qui résultent d'actes ou d'omissions des membres de la "force" des Etats-Unis, telle que définie à l'Article VIII du présent Accord, sont examinées et réglées en conformité avec les dispositions de l'Article VIII de la Convention sur le statut des forces du Traité de l'Atlantique Nord, signée le 19 juin 1951 à Londres.

6. Les Etats-Unis peuvent aussi offrir de régler d'autres réclamations, présentées contre eux à la suite d'activités dans les installations du CNR, en conformité avec les dispositions applicables de leur législation. Si une telle offre est acceptable, les Etats-Unis peuvent choisir de régler ces réclamations de cette façon.

ARTICLE XIII

Renseignements

Il appartiendra à l'organisme qui parraine chaque projet de diffuser les renseignements relatifs aux opérations menées en vertu du présent Accord.

BRAZIL

Scientific and Technological Cooperation

Agreement extending the agreement of December 1, 1971, as amended and extended.
Effected by exchange of notes
Dated at Brasilia November 29 and 30, 1982;
Entered into force November 30, 1982.

The American Embassy to the Brazilian Ministry of External Relations

EMBASSY OF THE

UNITED STATES OF AMERICA

Brasilia, November 29, 1982

No. 380

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to propose the extension for an additional period of six months from 1 December 1982 of the Agreement on a Program of Scientific and Technological Cooperation, signed by the Governments of the Federal Republic of Brazil and the United States of America on December 1, 1971 and extended several times from that date.[1]

In the event that the Government of the Federative Republic of Brazil agrees with the terms of the present note, it and the reply of the Ministry will constitute an agreement between the two governments, to enter into force on the date of the response.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations the assurances of its highest consideration.

Embassy of the United States of America

Brasilia, November 29, 1982

[1] TIAS 7221, 8749, 10398; 22 UST 1799; 28 UST 8151; *ante*, 1119.

The Brazilian Ministry of Foreign Affairs to the American Embassy

DAI/DCTEC/DCS/ 146 /692(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da Nota nº 380, de 29 de novembro do corrente ano, pela qual o Governo dos Estados Unidos da América propõe a prorrogação, por um período adicional de 6 meses, a partir de 1º de dezembro de 1982, do Acordo para um Programa de Cooperação Científica e Tecnológica entre a República Federativa do Brasil e os Estados Unidos da América, firmado em Brasília em 1/12/71, com vigência inicial de 5 anos, prorrogado por períodos sucessivos de 5 anos, em 28/12/76, e de 6 meses, em 30/11/81 e em 1/06/82.

2. O Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que o Governo brasileiro concorda com os termos da referida Nota, a qual, juntamente com a presente Nota, passa a constituir um Acordo entre os dois Governos, a entrar em vigor na data de hoje.

Brasília, em 30 de novembro de 1982.

TRANSLATION

DAI/DCTEC/DCS/146/692(B46)(B13)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of Note No. 380 of November 29, 1982, by means of which the Government of the United States of America proposes the extension for an additional period of six months from December 1, 1982, of the Agreement on a Program of Scientific and Technological Cooperation between the Federative Republic of Brazil and the United States of America signed at Brasilia on December 1, 1971. The initial term of the Agreement was five years and it was extended for five years on December 28, 1976, and for six months on November 30, 1981, and on June 1, 1982.

The Ministry of Foreign Affairs informs the Embassy of the United States of America that the Brazilian Government agrees with the terms of the above-mentioned note, which, together with this note, will constitute an agreement between the two governments to enter into force on today's date.

Brasilia, November 30, 1982

[Initialed]

JAPAN

Space Cooperation: Shuttle Contingency Landing Sites

Agreement amending and extending the agreement of January 28, 1980.
Effected by exchange of notes.
Dated at Tokyo November 11, 1982;
Entered into force November 11, 1982.

The American Embassy to the Japanese Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 1003

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Japan and has the honor to refer to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies [1] (Outer Space Treaty) ratified by the Governments of the United States and Japan on October 10, 1967, and to the exchange of notes between our countries of January 28, 1980. [2] The Government of the United States wishes to inform the Government of Japan that in furtherance of its goals of exploring outer space for peaceful purposes the United States plans to continue to launch its Space Shuttle in order to provide a low-cost reusable space transportation system to replace expendable launch vehicles for the Government of the United States, commercial and foreign users and to provide routine, reliable and simplified operations in space. Eighteen flights of Space Shuttle are planned for the years 1982 through 1984 and since it is a manned vehicle, the possibility exists that an emergency landing of the Space Shuttle may be required to ensure the safety of the astronauts. Because of trajectory constraints, it will not be possible to land the Space Shuttle on United States territory in all emergency

[1] Done Jan. 27, 1967. TIAS 6347; 18 UST 2410.
[2] TIAS 9915; 32 UST 3735.

situations. The Government of the United States therefore seeks to make such arrangements as may be necessary outside the United States. In the unlikely event that such a landing should be necessary, United States personnel (both U.S. Government and contractor) would be dispatched to the landing site to prepare the orbiter for return flight to the United States. Furthermore, in the event foreign payloads are carried on board, the United States may seek the approval of the Government of Japan for a minimal number of Third Country Nationals to assist as necessary in the safe and expeditious recovery of the foreign payload.

The Government of the United States requests that, pursuant to Article V of the Outer Space Treaty, the Government of Japan render all possible assistance in the unlikely event of an emergency landing of the Space Shuttle on an airfield in Japanese territory to safeguard the lives of the astronauts.

To deal with such a contingency, the Government of the United States will provide planning information and consult with the Government of Japan to ensure the safest possible landing of the Space Shuttle. The Government of the United States is prepared to assume liability for damage caused by the Space Shuttle on Japanese territory, should such an unlikely event occur, under Article VII of the Outer Space Treaty and in accordance with the provisions of the Convention on International Liability for Damage Caused by Space Objects.[1]

[1] Done Mar. 29, 1972. TIAS 7762; 24 UST 2389.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America
Tokyo, November 11, 1982

2 日本国政府は、両国政府の関係当局間で緊急事態に関する十分な協議（情報の交換を含む。）を行うことが適当であると考える。

3 日本国政府は、合衆国政府が、宇宙条約第7条の規定に基づき、かつ、「宇宙物体により引き起こされる損害についての国際的責任に関する条約」に従つて、スペースシャトルにより日本国の領域内で引き起こされる損害について責任を負う用意がある旨上記口上書において言明していることに留意する。

The Japanese Ministry of Foreign Affairs to the American Embassy

科科第364号

昭和57年11月11日

口　上　書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、スペースシャトルの緊急着陸に関する1982年11月11日付け同大使館口上書第1003号を受領したことを確認し、更に同大使館に対し次のとおり通報する光栄を有する。

1. 日本国政府は、スペースシャトルが緊急着陸を行わざるを得ないような場合にその乗員の生命を守るため日本国の領域内にあつてかかる着陸に適した飛行場に着陸を行い得るようにするためすべての可能な援助を与えることは、「月その他の天体を含む宇宙空間の探査及び利用における国家活動を律する原則に関する条約」（宇宙条約）第5条の規定に基づく日本国政府の義務であることを十分理解するものである。

TRANSLATION

Seal of the Ministry
of Foreign Affairs

Science Division
No. 364

November 11, 1982

NOTE VERBALE

The Ministry of Foreign Affairs of Japan presents its compliments to the Embassy of the United States of America and wishes to acknowledge the receipt of Note No. 1003 dated November 11, 1982, which refers to an emergency landing of the Space Shuttle. The Ministry has further the honor to inform the Embassy of the United States as follows:

1. In the event that an emergency landing of the Space Shuttle should be necessary, the Government of Japan, in order to safeguard the lives of the crew, shall render all possible assistance so that a landing can be effected on a suitable airfield in Japanese territory. The Government of Japan fully understands this obligation as prescribed in Article 5 of the Treaty on Principles Governing the Activities of States in the Exploration and the Use of Outer Space, Including the Moon and Other Celestial Bodies (Outer Space Treaty).

2. The Government of Japan deems it appropriate to conduct adequate consultations (including the exchange of information) between the authorities of both governments on such a contingency.

3. The Government of Japan notes that the Government of the United States has stated in the aforementioned Note (1003) that it is prepared to assume liability for the damage caused by the Space Shuttle on Japanese territory, pursuant to the provisions of Article 7 of the Outer Space Treaty and in accordance with the provisions of the Convention on International Liability for Damage Caused by Space Objects.

SWITZERLAND

Atomic Energy: Carbide Fuel Development

Agreement signed at Bern November 15, 1982;
Entered into force November 15, 1982.

AGREEMENT
between
THE UNITED STATES DEPARTMENT OF ENERGY
and the
SWISS FEDERAL INSTITUTE FOR REACTOR RESEARCH
in the area of
CARBIDE FUEL DEVELOPMENT

This Agreement, to be called the "Carbide Fuel Development Agreement," is made between the United States Department of Energy (DOE), representing the Government of the United States, and the Swiss Federal Institute for Reactor Research (EIR), representing the Swiss Federal Government, hereinafter called the "Parties." This Agreement supersedes the Agreement between the United States Department of Energy and the Swiss Federal Institute for Reactor Research in the area of Carbide Fuel Development which was signed by the two Parties on March 30 and April 10, 1981. [1]

This superseding Agreement was necessary as a result of:

(1) Review of the US DOE budgetary position necessitating a reallocation of program cost sharing.

(2) Consent by EIR to accept a larger share of total program costs particularly post-irradiation examinations to be made in US hot cells.

(3) Revision of the experiment from a 37 pin test assembly to a 91 pin assembly.

WHEREAS

An Agreement for Cooperation between the Government of the United States of America and the Government of Switzerland concerning Civil Uses of Atomic Energy entered into force August 8, 1966, as amended [2] (hereinafter referred to as the Agreement for Cooperation).

Both DOE and EIR have a mutual interest in the development of mixed plutonium carbide and uranium carbide fuels (mixed-carbide fuels) for fast breeder reactors, with DOE developing pellet-type fuel and EIR particulate-type fuel in spherical form and both Parties intend to continue these developments at least for the duration of the agreement.

Both DOE and EIR have a mutual interest in developing nuclear energy in such a manner as to enhance prospects for restraining the proliferation of nuclear weapons, and the particulate type fuel process being developed by EIR has an excellent potential for effective application of safeguards to Liquid Metal Fast Breeder Reactor (LMFBR) fuel cycles using plutonium.

Both DOE and EIR have an interest in testing the performance of DOE and EIR mixed-carbide fuels in the Fast Flux Test Facility (FFTF), and analyzing the results of such tests.

[1] Not printed.
[2] Signed Dec. 30, 1965. TIAS 6059, 7733; 17 UST 1004; 25 UST 19. [Footnotes added by the Department of State.]

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - OBJECTIVE

The objective of cooperation under this Agreement is to compare the behavior of DOE pellet-type and EIR particulate-type mixed carbide fuels under irradiation in FFTF.

ARTICLE 2 - PROGRAM

A joint program designed to meet the objective of this Agreement is outlined below:

a. The fabrication of 66 to 76 pellet-type mixed-carbide fuel pins by DOE.

b. The fabrication of 20 to 30 particulate-type mixed-carbide fuel pins by EIR and their shipment to the Los Alamos National Laboratory (LANL) for subsequent irradiation in FFTF. A preliminary description of these EIR fuel pins is given in Appendix A.

c. Irradiation in FFTF and post-irradiation examination of an agreed number of the pins fabricated by DOE and EIR. The intentions of the irradiation and examination plan are outlined in Appendix B.

d. Complete exchange of information on the design, fabrication and irradiation testing of the fuel pins fabricated by DOE and EIR.

e. Analyses and reporting of the information developed from the irradiation test in FFTF and a complete exchange of analyses and reports.

f. The current schedule for the joint program is given in Appendix C.

ARTICLE 3 - RESPONSIBILITIES

3.1 EIR shall be responsible for:

a. Preparation of particulate-type fuel specifications as mutually agreed with DOE.

b. Fabrication of 20 to 30 particulate-type fuel pins (EIR fuel pins) in accordance with EIR/DOE agreed fuel specifications and fuel pin specifications and in accordance with Quality Assurance (QA) procedures agreed to by DOE.

c. Providing design, fabrication and irradiation test information on the EIR fuel pins to DOE.

d. Shipping the EIR fuel pins to a mutually agreed port of entry in the United States.

e. Participation with DOE in the pre- and post-irradiation examination of the test fuel pins and in the resulting analysis and reporting, as mutually agreed by the Parties.

3.2 DOE shall be responsible for:

a. Preparation of fuel pin specifications as mutually agreed with EIR.

b. Fabrication of 66 to 76 pellet-type fuel pins (DOE fuel pins).

c. Overall test design, coordination, and preparation of documentation of the irradiation test in FFTF.

d. Providing to EIR all fuel pin hardware and components for the EIR fuel pins, excluding fuel and special EIR-provided components, required for the fabrication of EIR fuel pins.

e. Shipment of the fuel pins from LANL to FFTF.

f. Providing irradiation services in FFTF.

g. Performing all test surveillance functions.

h. Conducting pre- and post-irradiation examination of DOE and EIR fuel pins, as mutually agreed with EIR.

i. Disposing of EIR fuel pins after post-irradiation examination.

j. Providing to EIR test documentation and data on irradiation test conditions.

k. Providing to EIR the results of pre- and post-irradiation examination of DOE and EIR fuel pins, and participation with EIR in the analysis and reporting of such results.

3.3 DOE agrees, subject to the provisions of Article 3.4, to return to EIR in Switzerland, within a mutually agreed period of time after receipt at the U.S. port of entry of the EIR fuel pins provided under Article 3.1.d., an amount and quality of plutonium equivalent to that contained in the EIR fuel pins shipped to the United States for irradiation in FFTF. Upon dispatch of the EIR fuel pins to the United States, EIR shall transfer to DOE the ownership of that plutonium and uranium contained in EIR fuel pins for use in the joint program outlined in Article 2. At the same time DOE dispatches the equivalent amount of plutonium, DOE shall transfer to EIR the ownership of that equivalent amount. Reference data for the exchange of plutonium between DOE and EIR under this Agreement is given in Appendix D.

3.4 The Parties recognize that any provisions of this Agreement which depend upon the import or export of special nuclear material into or out of the United States or Switzerland shall not be implemented unless and until approval for such import or export is obtained from their respective Governments.

3.5 The Parties recognize that the implementation of this Agreement is contingent upon the approval by DOE of a safety review of the irradiation in FFTF of the mixed carbide fuel pins as contemplated by Article 2 of this Agreement.

ARTICLE 4 - MANAGEMENT

4.1 A Joint DOE/EIR Committee shall be established by the Parties to review, evaluate and assess the program to be conducted under this Agreement.

4.2 Each Party shall designate one person to act on its behalf in all matters concerning day-to-day implementation of this Agreement.

4.3 Each Party shall keep the other informed of the identity of its contractors directly participating in the work under this Agreement.

ARTICLE 5 - USE AND DISCLOSURE OF INFORMATION

5.1 General

The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information developed prior to or outside the scope of the joint program, and to the provisions of Article 7 of this Agreement.

5.2 Use of Proprietary Information

A. Definitions as used in this Agreement:

(i) The term "information" includes scientific or technical data, results, or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

(a) has been held in confidence by its owner;

(b) is of a type which is customarily held in confidence by its owner;

(c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

(d) is not otherwise available to the receiving Party without restriction on its further dissemination.

B. Procedures

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated _____ between the United States Department of Energy and the Swiss Federal Institute for Reactor Research and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments of the Governments of the U.S.A. and Switzerland without the prior approval of:

_____

"This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated on a need-to-know basis by the receiving Party to:

(a) persons within or employed by the receiving Party, and to departments and agencies of the government of the receiving Party; and

(b) prime or subcontractors of the receiving Party located within or without the geographical limits of the receiving Party's legal jurisdiction, for use only within the framework of its contract(s) with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph (i).

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in sub-paragraph (i). The Parties will cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will use its best efforts to grant such approval to the extent permitted by its policies, regulations and laws.

C. Each Party will exercise its best efforts to ensure that proprietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the confidentiality provisions of this Article, it will immediately inform the other Party. The Parties will thereafter consult to define an appropriate course of action.

D. Information arising from meetings arranged under this Agreement and information arising from staff visits will be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated will be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated and forthwith confirms the notice in writing.

E. Nothing contained in this Agreement will preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

ARTICLE 6 - DISCLAIMER

The application or use of any information exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 7 - PATENTS

7.1 With respect to any invention or discovery made or conceived in the course of or under this Agreement:

a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

(1) The Receiving Party shall acquire all right, title, and interest in and to any such invention or discovery in its own

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country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government and its nationals designated by it, under any such invention or discovery and any patent application, patent or other protection related thereto.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Receiving Party, its Government and its nationals designated by it, under any such invention or discovery and any patent application, patent or other protection relating thereto.

b. If made or conceived by a Party or its contractors when testing the fuel pins:

(1) The Party which fabricated the fuel pin shall acquire all right, title and interest in and to such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the other Party, its Government and its nationals designated by it, under any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The other Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Party which fabricated the fuel pin, its Government and its nationals designated by it, under any such invention or discovery and any patent application, patent or other protection relating thereto.

7.2 Each Party shall, without prejudice to any rights of inventors or authors, take all necessary steps to provide cooperation from its authors and inventors required to carry out the provisions of Articles 7 and 8 of this Agreement.

7.3 Each Party shall assume the responsibility to pay awards or compensation required to be paid to its nationals according to its own laws.

ARTICLE 8 - COPYRIGHTS

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of materials owned or controlled by a Party, that Party shall make efforts to grant to the other a license to reproduce copyrighted material.

ARTICLE 9 - FINANCIAL TERMS

9.1 An estimate of the costs to EIR of the joint program under this Agreement, is given in Appendix E. The estimated total cost for Phase 1, 2 and 4, including inflation escalation and the costs incurred for Phase 3 will be used for the final settlement within the cost ceiling defined in Article 9.3.

The estimated costs given in Appendix E represent all program costs excepting those costs incurred by both Parties for fuel pin and assembly hardware, costs for fabrication development, costs of transport of the fuel pins and of plutonium and costs incurred by DOE in providing irradiation services in FFTF.

9.2 For purposes of this Article 9, costs are defined as DOE's full costs, less depreciation and added factor costs. DOE agrees to waive such depreciation and added factor costs in recognition of the programmatic benefit to DOE from the joint program under this Agreement.

9.3 The Parties agree that the EIR cost ceiling for the joint program is established at $1,105,000 in mid-calendar year 1979 dollars.

9.4 EIR shall bear the costs set forth in Appendix E not to exceed the above cost ceiling.

9.5 EIR will be notified by DOE in a timely manner of any foreseen increase in costs above the established cost ceiling and the Parties will decide on action to be taken.

9.6 DOE, at its own expense, agrees to provide EIR with all components and materials, excluding fuel and special EIR-provided components, required for the fabrication of the 20 to 30 EIR fuel pins.

9.7 On consideration of the cooperative effort, EIR shall make payments to DOE in accordance with the following schedule:

a. $100,000 within 2 months after the start of EIR fabrication of EIR fuel pins, estimated to be October 1982.

b. $100,000 when EIR fuel pins are shipped to LANL, estimated to be September 1983.

c. $200,000 when test components are shipped by LANL to the Hanford Engineering Development Laboratory (HEDL), estimated to be July 1984.

d. $100,000 at start of irradiation, estimated to be March 1985.

e. $100,000 during irradiation, estimated to be March 1986.

f. $200,000 at start of PIE, estimated to be October 1987.

g. $200,000 for PIE continuation, estimated to be May 1988.

h. Reconciliation of the balance and final settlement at completion of final reporting estimated to be June 1989, but no later than 12 months after that event.

9.8 The above payments are specified in mid-calender year 1979 dollars. Actual payments will be escalated through the year prior to the payment based on implicit price deflators for U.S. Government purchases of nondefense goods and services published in Survey of Current Business, United States Department of Commerce/Bureau of Economic Analysis (issued monthly).

The escalation rate from the middle of 1979 to the end of calender year 1981 was 26.6%.

9.9 Final adjustments for inflation escalation to the scheduled payments in accordance with Article 9.7 shall be made no later than 12 months after the payment in question.

9.10 The payments made under Article 9.7, 9.8 and 9.9 shall be made in U.S. dollars in accordance with procedures to be identified by DOE prior to the first payment. The payments shall be used to meet the EIR share of the expenses incurred during the life of this Agreement. After receiving payments, the utilization of the sums received shall become the sole responsibility of DOE.

9.11 The ability of each Party to carry out its obligations under this Agreement is subject to the availability of appropriated funds.

9.12 The payment by EIR of the amounts in Article 9.7 will be paid only on the actual achievement of the events listed therein.

ARTICLE 10 - VISITS AND ASSIGNMENTS

10.1 Short-term visits of DOE staff to EIR or its contractors or of EIR staff to DOE or its contractors to discuss any aspect of this Agreement during the life of this Agreement shall be made subject to approval of and at no cost to the Receiving Party.

10.2 Long-term assignments of 1 month or more duration shall be the subject of separate personnel assignment agreements.

ARTICLE 11 - TRANSPORTATION

11.1 The responsibility and expenses for the transport of equipment and materials within the United States of America and from the United States of America to a mutually agreed location at the border of Switzerland, and the responsibility for their safekeeping and insurance en route, shall rest with DOE.

11.2 The responsibility and expenses for the transport of equipment and materials within Switzerland and from Switzerland to a mutually agreed port of entry to the United States of America, and responsibility for their safekeeping and insurance en route, shall rest with EIR.

ARTICLE 12 - DAMAGES

Each Party shall accept liability to the extent authorized by its national laws for damages arising from cooperative activities under this Agreement.

ARTICLE 13 - GENERAL PROVISIONS

13.1 The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the countries of the two Parties from engaging in commercial dealings in accordance with applicable laws of each country; nor does it preclude the Parties from engaging in activities with other Governments or persons, except that proprietary information shall have limited dissemination as set forth in Article 5.2 of this Agreement.

13.2 Cooperation under this Agreement shall be in accordance with the Agreement for Cooperation and the laws and regulations of the countries of the Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 14 - DURATION

14.1 This Agreement shall enter into force upon the later date of signature and supersedes the Agreement of 1981. It shall continue for an 8-year period to the end of 1990 and may be extended by mutual consent. The implementation and progress of the joint program may be subject to review by the Parties.

14.2 This Agreement may be terminated at any time at the discretion of either Party, upon 6 months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

14.3 All joint efforts and experiments not completed at the termination of this Agreement shall be continued until their completion under terms of this Agreement. Following the termination of this Agreement, both Parties shall continue to share in information derived from the experiments conducted under the terms of this Agreement until final reports are completed.

14.4 On termination of the joint agreement, the Parties shall agree on the final possession of proprietary information provided under Article 5.

14.5 In the event either of the Parties is refused a license for the export of plutonium or uranium pursuant to Article 3.3 of this Agreement, both Parties shall thereupon be relieved of any further requirements to discharge their responsibilities as set forth in Articles 3 and 9 of this Agreement.

FOR THE UNITED STATES
DEPARTMENT OF ENERGY

NAME: *Gerald J. Monroe*

TITLE: *Economic Counselor*

DATE: *November 15, 1982*

FOR THE SWISS FEDERAL INSTITUTE
FOR REACTOR RESEARCH REPRESENTING
THE SWISS FEDERAL GOVERNMENT

NAME: W.H.Heini Gränicher
Prof.Dr.

TITLE: Director of EIR

DATE: November 15, 1982.

Appendix A

Preliminary Description of FFTF Irradiation Test of EIR Pins

(Helium-Bonded Carbide Fuel Pins)

Pin OD	9.4 mm (0.37 inch)	
Wall	0.51 mm (0.02 inch)	
Cladding Types	D 9 *	
Pin Spacer	Wire Wrap	
Peak Power	92 KW/m (28 kW/ft)	
Peak Clad Midwall Temperature	646°C (1195°F)	
Fuel Composition	(U,Pu)C plus $(U,Pu)_2C_3$	
Smear Density	75 - 80% TD	
Fuel Form	Sintered Pellets	Sphere Pac
Number of Pins Required	66 to 76	20 to 30
Fuel Column Length	91.4 cm (36 inches)	
% Plutonium Fraction	22 nominal	

*A low-swelling modification of AISI 316.

Appendix B

Program Plan

The intended irradiation and examination aspects of the DOE-EIR joint program on mixed-carbide fuels include the following:

1. Irradiation of pellet and particulate-type mixed-carbide fuel pins in the FFTF to target exposures of 12 a/o burnup.

2. Detailed terminal examination of the fuel pins using nondestructive and destructive techniques on selected pins at hot cells in the United States. The possible examination of selected pins in EIR hot cells would be the subject of a separate agreement between the parties.

3. Compilation of the examination results and preparation of reports for subsequent experiment evaluation.

4. Disposition of all test materials not identified for further utilization.

5. Details of irradiation and post-irradiation examinations will be established in consultation between DOE and EIR. EIR will play an active role in the determination of the examination programme and in setting priorities and targets and in direct participation in the examination which may include visits of EIR personnel to the facility carrying out the examinations.

6. DOE will provide EIR in a timely manner LMFBR carbide fuel development activities information which would impact the design, fabricaiton, irradiation or evaluation of the joint test. Any other LMFBR carbide program information provided by DOE would be of a general nature and would not include LMFBR reactor design activities.

Appendix C

PROGRAM SCHEDULE

Activity or Event	Start	Complete
Submit Request for Approval-in-Principle to DOE-Office of Reactor Research & Technology		10/82
Start EIR Fuel Pin Fabrication		10/82
Submit Test Design Description, Vol. IB (Test Specifications) to Hanford Engineering Development Laboratory-Irradiation Test Management Activity (HEDL-ITMA)		7/83
Fabricate & Inspect US-DOE Pellet-type Fuel Pins	9/82	9/83
Ship EIR Fuel Pins to LANL; Dispatch Equivalent Plutonium by DOE to EIR		10/83
Submit Test Design Description, Vol. IA, (Test Description & Safety Analysis) to HEDL-ITMA		1/84
Submit Test Design Description, Vol. II, (Fabrication Procedures, Data & Certifications) to HEDL-ITMA		5/84
Puncture Tag Gas, Wire Wrap and Final Inspect EIR Particulate-type Fuel Pins	1/84	4/84
Ship Test Components to HEDL		7/84
Assemble AC-3 Test Article at HEDL		10/84
Prepare & Load Test Article into FFTF Reactor Core		3/85
Irradiation to a target burnup of 12 a/o	3/85	3/87
Perform Post-Irradiation Examination	10/87	12/88
Issue Final Report		6/89

Appendix D

Reference Data for Exchange of Plutonium as of April 1981

1. Plutonium used in EIR pins

1.1 Isotopic Composition (% isotope in total Pu)

	Date	Pu-238	Pu-239	Pu-240	Pu-241	Pu-242	Total	Am-241*
Ref.	1. 3.76	0.05	87.83	10.87	1.10	0.15	100%	0
	31.12.80	0.05	88.03	10.89	0.88	0.15	100%	0.22
	31.12.81	0.05	88.06	10.90	0.84	0.51	100%	0.26

*Americium is taken as zero at time of first certification. Subsequent amounts are calculated.

1.2 Measured Impurities (parts per million by weight)

C	260	Ni	<100	Al	110
Cu	<100	Ti	<120	Mn	<150
Fe	410	U	<120	Si	80

2. Amount used per pin/per 20 pins

Assumptions:

Equivalent carbon	4.94%
Volume of fuel space	50.87 cm^3 max
Packing density	86% max
Carbide max density	13.6 $gm.cm^{-3}$ (100% theoretical)

Pu* "enrichment" $\frac{Pu}{U + Pu}$	Per Pin: Amount of Pu (g)	Per Pin: Amount of fissile** material U235, Pu239 + Pu241 (g)	Per 20 Pins: Amount of Pu (g)	Per 20 Pins: fissile (g)
14%	79.18	79.94	1583.6	1478.8
16%	90.49	83.91	1809.8	1678.2
20%	113.11	103.87	2262.2	2077.4

*Actual Pu enrichment cannot be given until detailed calculations are completed at LANL. Enrichment is expected to be around 22%.
**Natural Uranium (0.72% U-235) is used.

3. Definition of "equivalent quality"

The plutonium should be in the form of PuO_{2+x} where x is approximately 0.2, in other words a plutonium content in oxide not greater than 87 percent.

The fissile isotopic fraction $\frac{Pu239 + Pu241}{Pu_{tot}}$ should be not less than 88 percent.

The Americium content at the time of dispatch should not be greater than approximately 0.22 percent of Pu_{tot} (equivalent to EIR mid fabrication level).

Individual and total impurities should not significantly exceed those given in Section 1.2 of this Appendix.

Appendix E

Table I

Cost Estimate for Joint Programme

Phase	Title	Activities	Estimated Costs (Thousands $)*
I	Pre-Test Activities	Test Coordination	140
		Analysis	100
		Fuel Fabrication	---
		Assembly	20
		Documentation	40
II	Test Surveillance	Reactor Coordination	40
		Analysis	40
III	Final Examination	PIE Planning and Coordination	50
		Hot Cell NDT	100
		Hot Cell DT	350
		Analysis and Reporting	100
IV	Coordination, Interfacing function		125

*All costs in mid-calender year 1979 Dollars

(Table II) Cost Estimate for Joint Program

Phase	Title	Estimated Cost to EIR ($000)* for work performed by DOE
1	Pre-Test Activities	300
2	Test Surveillance	80
3	Postirradiation Examination	600
4	Coordination	125
	Total	1105

*All costs in mid-calender year 1979 Dollars.

MEXICO

Satellites: Furnishing of Launch and Associated Services

Memorandum of understanding signed at Mexico November 18, 1982;
Entered into force March 18, 1983.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES OF AMERICA

represented by the

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

THE UNITED STATES OF MEXICO

represented by the

SECRETARIA DE COMUNICACIONES Y TRANSPORTES

CONCERNING THE FURNISHING OF

LAUNCH AND ASSOCIATED SERVICES

FOR

THE MEXSAT PROJECT

The National Aeronautics and Space Administration of the United States of America (hereinafter referred to as NASA) and the Secretaria de Comunicaciones y Transportes (hereinafter referred to as SCT) set forth in this Memorandum of Understanding their general agreement as to the responsibilities of the parties and to the terms and conditions under which NASA will furnish launch and associated services for the space segment of the MEXICAN SATELLITE SYSTEM (hereinafter referred to as MEXSAT) on a reimbursable basis, utilizing the Space Transportation System (STS).

SCT and NASA intend, that at an appropriate time in the future

they will negotiate and enter into Launch Services Agreement(s), which will be subject to U.S. law and which will express the specific terms and conditions under which NASA will furnish launch and associated services for the MEXSAT Project consistent with the general agreement set forth in this Memorandum of Understanding.

NASA will provide launch services, in accordance with the United States policy governing the provision of launch assistance announced October 9, 1972, for those satellite projects and payloads which are for peaceful purposes and are consistent with U.S. obligations under relevant international agreements and arrangements binding on the U.S., and with U.S. laws and regulations and published policy.

The purpose of the MEXSAT Project is to implement a national telecommunications system for Mexico through the Direccion General de Telecomunicaciones.

Apogee and perigee propulsive stages and related airborne equipment, if any, constitute a portion of the MEXSAT payloads.

ARTICLE I

RESPONSIBILITIES

NASA and SCT shall agree, in the relevant Launch Services Agreement(s), on their responsibilities for exchanging relevant

technical, operational and mission-unique data and providing those services appropriate and necessary for the implementation of the mission(s) covered by this Memorandum of Understanding.

ARTICLE II

REIMBURSEMENT PROVISIONS

Reimbursement for launch services will be specified in the Launch Services Agreement(s) consistent with the terms of 14 CFR 1214 for the STS, or NPD 8610.5 and NMI 9240.1 for expendable launch vehicles. Any revisions in reimbursement provisions published after the signature of the Launch Services Agreement(s) will not be retroactively applied to such agreement(s), unless such application is agreed to in writing by both parties.

ARTICLE III

LIABILITY

The Launch Services Agreement(s) to be entered into shall state the allocation of any liability that may arise out of the launch and associated services to be provided by the United States and by its contractors and subcontractors under this Memorandum of Understanding.

ARTICLE IV

EXCHANGE AND HANDLING OF DATA

Data to be provided under Article 1 will be exchanged by NASA and SCT through their respective project managers and will be used and handled as provided under the relevant Launch Services Agreement(s). In the event that, in accordance with the Launch Services Agreement(s), it is necessary for SCT to furnish data which it has designated as proprietary, NASA will protect such designated data to the extent permitted under U.S. law.

ARTICLE V

REGISTRATION OF SPACE OBJECTS

SCT shall ensure that each SCT space object separated in earth orbit from its launch vehicle shall be registered in accordance with the Convention on the Registration of Objects Launched Into Outer Space, 28 U.S.T. 695, T.I.A.S. No. 8480, and that appropriate information regarding the space object shall be furnished to the Secretary General of the United Nations. SCT shall have jurisdiction and control over SCT space objects upon separation from their respective launch vehicles. NASA shall

ensure that the launch vehicles shall be registered in accordance with the Convention.

ARTICLE VI

DURATION AND AMENDMENT

A. This Memorandum of Understanding shall terminate on December 31, 1987, and may also be terminated by either party upon six months' written notice.

B. This Memorandum of Understanding may be amended in writing by mutual consent of the parties.

C. Termination of this Memorandum of Understanding under Section A. above shall not affect the obligations of NASA and SCT with respect to launch and associated services provided after that date under a Launch Services Agreement executed on or before that date. In the event of termination, any financial questions arising therefrom will be resolved in accordance with the Launch Services Agreement or other applicable agreement(s) between the parties; or, if no agreement has been concluded, by reference to applicable NASA Regulations; or, in the absence of such Regulations, by negotiation on the basis of precedents established in Launch Service Agreements between NASA and other users.

ARTICLE VII

ENTRY INTO FORCE

This Memorandum of Understanding will enter into force upon confirmation by the Government of the United States and the Government of Mexico through an exchange of diplomatic notes. [1]

For the National Aeronautics and Space Administration of the United States of America

George Borman High
Charge d'Affaires, a.i.
Date November 18, 1982

For the Secretaria de Comunicaciones y Transportes de Mexico

Lic. Emilio Mujica Montoya
El Secretario

Date: [November 18, 1982]

[1] Mar. 18, 1983.

AUSTRALIA

Defense: Naval Communication Station

Agreement amending the agreement of May 9, 1963, as amended.
Effected by exchange of notes
Dated at Canberra November 24, 1982;
Entered into force November 24, 1982.

The Australian Department of Foreign Affairs to the American Embassy

CH151279

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions concerning the position of Civil Commissioner at the North West Cape Naval Communication Station in the State of Western Australia which is jointly operated and used by United States and Australian forces.

In accordance with the understanding reached in those discussions, the Department has the honour to propose that the Agreement between the Government of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia signed in Canberra on 9 May 1963, as amended on 12 July 1968 and 21 March 1974, [1] be further amended by deleting Article 6 and renumbering subsequent articles accordingly.

If the foregoing is acceptable to the Government of the United States of America, the Department has the honour to suggest that this Note and the Embassy's reply to that effect shall together constitute an Agreement between the two Governments which shall enter into force on the date of the Embassy's reply.

[1] TIAS 5377, 6527, 8338; 14 UST 908; 19 UST 5445; 27 UST 2667.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA A.C.T.

24 November 1982

The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 172

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to acknowledge receipt of the Department's Note of November 24, 1982 which reads as follows:

[For the text of the Australian note, see pp. 4470-4471.]

The Embassy has the honor to confirm that the foregoing proposal of the Government of Australia is acceptable to the Government of the United States of America and that the Department's Note together with this reply shall constitute an agreement between the two Governments on the matter which shall enter into force on the date of this reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, November 24, 1982.

REPUBLIC OF KOREA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington December 1, 1982;
Entered into force December 1, 1982;
Effective January 1, 1982.

The Acting Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

DEC 01 1982

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973, as extended by the Protocol adopted on December 22, 1981.[1]

I also refer to discussions between representatives of the Government of the Republic of Korea and the Government of the United States of America in Washington from March 29 to April 2, 1982 and in Seoul from June 4 to June 12, 1982, concerning exports of cotton, wool and man-made fiber textiles and textile products manufactured in Korea which are exported to the United States of America. As a result of these discussions, I propose on behalf of the Government of the United States of America, under Article 4 of, and in conformity with the Arrangement, the following Agreement Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products between Korea and the United States of America:

His Excellency
Byong Hion Lew,
Ambassador of Korea.

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST 4533. [Footnote added by the Department of State.]

1. (A) The term of this Agreement will be the six-year period from January 1, 1982 through December 31, 1987. Each "Agreement Year" shall be a calendar year.

(B) This Agreement replaces and supercedes the Agreement dated December 23, 1977, as amended,[1] with respect to the Agreement Year commencing January 1, 1982 and ending December 31, 1982.

2. (A) The textiles and textile products covered by this Agreement are those summarized in Annex A.

(B) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the products, are subject to this Agreement.

(C) For the purposes of this Agreement, textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered by sub-paragraph 2(B) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber components;

[1] TIAS 9039, 9350, 9566, 9758, 9844, 10267; 29 UST 3835; 30 UST 2510, 6541; 32 UST 1076, 2355; 33 UST 3908. [Footnote added by the Department of State.]

(ii) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(iii) Man-Made fiber textiles if neither of the foregoing applies.

3. (A) The system of Categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement, except as set out in sub-paragraphs 3(B) and 3(C).

(B) For purposes of this Agreement, the Categories below are merged and treated as single Categories, with Sub-Categories as indicated as follows:

Categories Merged	Designation in Agreement	Sub-Categories
333, 334	333/4	None
338, 339	338/9	None
347, 348	347/8	None
353, 354, 653, 654	353/4/653/4	None
433, 434	433/4	433; 434
445, 446	445/6	None
633, 634, 635	633/4/5	633; 634; 635
638, 639	638/9	None
645, 646	645/6	None

The Specific Limits for these Categories, and the Sub-Limits for these Sub-Categories are as set out in Annex B:

(C) For purposes of computing limits and charges to limits the rates of conversion for individual Categories set out in Annex A shall be applied except for the Categories and Sub-Categories cited below:

Category	Conversion Factor
333/4	39.5
433/4, and Sub-Categories	42.1
633/4/5, and Sub-Categories	40.74
638/9	15.5

(D) For the purposes of this Agreement, the following categories summarized in Annex A are divided into Part-Categories:

Category	T.S.U.S.A. Numbers	Designation in the Agreement	Description
605	316.5500, 316.5800	605-C	Cordage
605	Other than 316.5500, 316.5800	605-O	Other than Cordage
640	379.3130, 379.3334, 379.9535, 379.9540, 379.9639	640-D	Dress Shirts, Wover Men's and Boys'
640	Other than 379.3130, 379.3334, 379.9535, 379.9540, 379.9639	640-O	Woven Shirts, Other than Dress, Men's and Boys'
659	703.0500, 703.1000, 703.1515	659-H	Headwear
659	Other than 703.0500, 703.1000, 703.1515	659-O	Other than Headwear

669	348.0065, 348.0075, 348.0565, 348.0575	669-C	Cordage
669	355.4520, 355.4530	669-F	Fishnets
669	385.5300	669-P	Polypropylene Bags
669	389.6210, 386.1110	669-T	Tents
669	Other than 348.0065, 348.0075, 348.0565, 348.0575, 355.4520, 355.4530, 385.5300, 389.6210, 386.1110	669-O	Other Miscellaneous Products

4. Commencing with the first Agreement Year, and during the subsequent term of this Agreement, the Government of the Republic of Korea shall limit annual exports from Korea to the United States of America of cotton, wool, and man-made fiber textiles and textile products to the Specific Limits set out in Annex B, as such Specific Limits may be adjusted in accordance with paragraph 5, or, if such product is not subject to a Specific Limit, to the provisions of paragraph 6. The Specific Limits set out in Annex B do not include any adjustments permitted under paragraph 5, except as stated in paragraph 5(A)(iii) and 5(A)(iv).

5. (A) (i) During any Agreement Year, the Specific Limits and Sub-Limits set out in Annex B may, except as limited by paragraphs 5(A)(iii) and 5(A)(iv) below, be exceeded by not more than the percentage (Swing) set out in Annex C, provided that a corresponding reduction in square yards equivalent is made in one or more other Specific Limits during the same Agreement Year.

(ii) A ten (10) percent increase in either Part-Category 640-D or 640-O shall be permitted provided that a corresponding reduction is made in the other Part-Category (Shift).

(iii) Part-Categories 640-D and 640-O, and Category 645/6 have Swing of five (5) percent built into the Specific Limits set out in Annex B for each Agreement Year. Therefore, the Limit to be used for purposes of determining the amount of Shortfall (as defined in paragraph 5(D)) available in these Categories in an Agreement Year for use by other Categories as Swing shall be determined by dividing the Specific Limits set out in Annex B for these Categories for that Agreement Year by 1.05.

(iv) Categories 638/9 and 633/4/5 (and its Sub-Categories) have Swing of two (2) percent built into the Specific Limits set out in Annex B for each Agreement Year. Therefore, the Limit to be used for purposes of calculating the amount of Swing available pursuant to paragraph 5(A)(i), and in determining the amount of Shortfall available in these Categories in an Agreement Year for use by other Categories as Swing, shall be determined by dividing the Specific Limits set out in Annex B for these Categories for that Agreement Year by 1.02.

(v) The Government of the Republic of Korea will notify the Government of the United States of America when it wishes to use Shortfall available in Categories for use by other Categories as Swing or Shift, subject to the provisions set out above.

(B) (i) Any Specific Limit or Sub-Limit set out in Annex B may be exceeded in any Agreement Year by Carryforward (borrowing a portion of the corresponding Specific Limit from the succeeding Agreement Year) and/or Carryover (the use of any Shortfall of the corresponding Specific Limit for the previous Agreement Year) after agreement through consultations between the Government of the Republic of Korea and the Government of the United States of America, subject to the limitations of paragraphs 5(B)(ii) and 5(B)(iii) below.

(ii) If agreement is reached, the maximum amount by which the limits may be exceeded by Carryover and Carryforward shall not be more than ten (10) percent, of which Carryforward may not be more than five (5) percent.

(iii) No Carryover shall be available for application in the first Agreement Year. No Carryforward shall be available for application in the final Agreement Year.

(iv) Carryforward in the amount of one (1) percent may be used in Categories 638/9 and 633/4/5 (and its Sub-Categories).

(C) The Specific Limits referred to in paragraphs 5(A)(i), 5(A)(ii), and 5(B) are without any adjustment under paragraph 5.

(D) For the purposes of this Agreement, Shortfall is defined as any unused yardage which occurs when exports from Korea to the United States of America in any Category or

Part-Category are below any applicable Specific Limit or Sub-Limit set out in Annex B, except as stated in paragraphs 5(A)(iii) and 5(A)(iv) above.

6. Any Category or Part-Category not subject to a Specific Limit will be subject to the procedures set forth in this paragraph.

(A) (i) The Government of the Republic of Korea shall provide weekly reports within five (5) calendar days following the close of a Reporting Period (as defined in paragraph 6(A)(iii)) to the Government of the United States of America on Export Recommendations (ERs) issued for exports to the United States of America in such Categories or Part-Categories.

(ii) The Government of the Republic of Korea shall immediately notify the Government of the United States of America when:

(a) ERs issued for a Category or Part-Category reach 80 percent of the Level of Trade (as defined in paragraph 6 (H)) in the previous Agreement Year in such Category or Part-Category; and, subsequently,

(b) when ERs issued within a Reporting Period total 15 percent of the Level of Trade in the previous Agreement Year in such Category or Part-Category. The Government of the Republic of Korea will withhold issuing

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ERs in that Category or Part-Category for at least five (5) U.S. working days after such notification.

(iii) For purposes of this paragraph, a Reporting Period will be a seven (7) day period commencing on a Sunday and ending on the following Saturday.

(B) The Government of the United States of America may request consultations on any Category or Part-Category not subject to a Specific Limit whenever, in its view, conditions in its market warrant a limitation on further trade in any such Category or Part-Category in order to eliminate a real risk of market disruption.

(C) The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in the United States of America which, in the opinion of the Government of the United States of America, warrant the request for consultations. This statement shall include data similar to that contemplated in paragraphs I and II of Annex A of the Arrangement.

(D) Upon receipt of a request for such consultations, the Government of the Republic of Korea shall cease or otherwise limit further issuance of ERs for a period of seven (7) U.S. working days. The Government of the United States of America may request the Government of the Republic

of Korea to extend such period, and may also request it to limit the issuance of ERs to a level different from that specified in paragraph 6(E) (i) or 6(E)ii) below, whichever is applicable. The Government of the Republic of Korea shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Government of the Republic of Korea shall have the right, following the expiration of such period, or any agreed extension thereof, to resume the issuance of ERs up to the level specified in paragraph 6(E)(i) or 6(E)(ii) below, whichever is applicable. ERs issued prior to receipt of the request for consultations may be honored by the Government of the Republic of Korea. The two Governments, unless agreed otherwise, shall consult as soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

(E)(i). In the event that consultations do not result in agreement, the Government of the Republic of Korea agrees to limit exports in the relevant Category or Part-Category during the Agreement Year in which the request for consultations is made to a level requested by the Government of the United States of America which shall not be less than the highest of:

(a) The Level of Trade (as defined in paragraph 6(H)) in the relevant Category or Part-Category for the previous Agreement Year, plus either 15 percent (in the case of cotton and man-made fiber products) or six (6) percent (in the case of wool products) of that level; or

(b) an average of the Levels of Trade in the relevant Category or Part-Category for each calendar year since January 1, 1981, plus either 15 percent (in the case of cotton and man-made fiber products) or six (6) percent (in the case of wool products) of that average: or

(c) the level of ER's issued at the time of receipt of the request for consultations.

(ii) Except as provided for in paragraph 6(F), in respect of any Category or Part-Category where a limit has been established pursuant to paragraphs 6(D) or 6(E)(i), and where, in the subsequent Agreement Year, the Government of the United States of America makes another request for consultations under paragraph 6(B), and, in the event that such consultations do not result in agreement, the Government of the Republic of Korea agrees to limit exports in the relevant Categories or Part-Categories during the Agreement Year in which the request for consultations is made to a level requested by the Government of the United States of America which shall be not less than the higher of:

(a) the limit established for the previous Agreement Year plus either eight (8) percent (in the case of cotton and man-made fiber products) or three (3) percent (in the case of wool products) of that limit; or

(b) the level of ER's issued at the time of the receipt of the request for consultations.

(F) In respect of any Category or Part-Category for which a limit is established, either Government may, prior to the beginning of the subsequent Agreement Year, elect to convert the limit into a Specific Limit commencing on the first of January of such subsequent Agreement Year. Annex B will be amended to reflect such conversion, and the Specific Limit shall, in subsequent Agreement Years, be accorded growth at 2.5 percent (in the case of cotton and man-made fiber products) or one (1) percent (in the case of wool products). Annex C will be amended to reflect that such Specific Limit shall be accorded swing of seven (7) percent (in the case of cotton and man-made fiber products) or five (5) percent (in the case of wool products) in accordance with paragraph 5.

(G) Should two requests in respect of the same Category or Part-Category be made under paragraph 6(B) during the term of this Agreement but in different Agreement Years, not being consecutive years, the provisions of paragraph 6(D) or 6(E)(i) shall apply to each of the two requests.

(H) For the purpose of paragraph 6, the phrase "Level of Trade" shall mean the volume of exports from Korea to the United States of America in an Agreement Year, as established by consultations to be held when U.S. import data for the first six months of the subsequent Agreement Year become available. Where such consultations have not been completed, the volume of trade, by date of export, will be used.

7. The Government of the Republic of Korea shall use its best efforts to space exports from Korea to the United States of America within each Category or Sub-Category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

8. The Government of the Republic of Korea shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of Korea in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

9. (A) Exports from Korea in excess of authorized limits in any Agreement Year may be denied entry into the United States of America. Any such shipments denied entry may be permitted entry into the United States of America and charged to the applicable limit in the succeeding agreement Year.

(B) Exports from Korea in excess of authorized limits in any Agreement Year will, if allowed entry into the United States of America during that agreement year, be charged to the applicable limit in the succeeding Agreement Year.

(C) Any action taken pursuant to paragraph (A) and (B) above, will not prejudice the rights of either side regarding consultations.

10. (A) The Government of the United States of America shall promptly supply the Government of the Republic of Korea with

data on monthly imports of cotton, wool and man-made fiber textiles and textile products into the United States of America from Korea.

(B) The Government of the Republic of Korea shall promptly supply the Government of the United States of America with data on monthly exports of cotton, wool and man-made fiber textiles and textile products from Korea to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

11. (A) Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

(B) Both Governments agree to consult upon the request of the other, on any question arising in the implementation of this Agreement.

(C) Either Government may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

(D) If, having regard to the provisions of the Arrangement, the Government of the Republic of Korea considers that it is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Korea may request consultations with the Government of the United States of America with a view to taking appropriate remedial actions. The Government of the United States of America shall consult with the Government of the Republic of Korea in the event of such a request.

12. For the textiles and textile products covered by this Agreement, it is agreed that either Government may have recourse to any and all provisions of the Arrangement, except that for the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products covered by this Agreement from Korea to the United States of America. Both Governments reserve their rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

13. (A) The provisions of the visa and certification system consolidated in letters dated October 29, 1981 and January 18, 1982[1] between the two Governments will remain in force.

[1] Not printed. [Footnote added by the Department of State.]

(B) Export of textiles and textile products in shipments individually valued at less than $250.00, and exports of the products listed in Annex D from Korea to the United States of America shall be exempt from the provisions of this Agreement, provided that such exports are certified in conformity with the provisions of the visa and certification system consolidated in letters dated October 29, 1981 and January 18, 1982 between the two Governments.

14. Either Government may terminate this Agreement, effective at the end of an Agreement Year, by written notice to the other Government, to be given at least 90 days prior to the end of such Agreement Year.

If the foregoing conforms with the understanding of the Government of the Republic of Korea, this note and Your Excellency's note of confirmation on behalf of the Government of the Republic of Korea shall constitute an Agreement between our two Governments.

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

For the Acting Secretary of State:

Robert J. Morris [1]

[1] Robert J. Morris. [Footnote added by the Department of State.]

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
-- Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
-- Wool			
400	Tops and Yarn	2.0	Lb.
-- Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
-- Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD

M and B = Men's and Boys'
W, G and I = Women's, Girls' and Infants
n.k. = not knit

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
FABRIC (cont.)			
-- Cotton			
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k	1.0	SYD
-- Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
-- Man-Made Fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other Fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
APPAREL			
-- Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPr.
332	Hosiery	4.6	DPr.
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.
337	Playsuits, Sunsuits, Washsuits, Creepers, Rompers, etc.	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses (incl. T-Shirts, other and sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W,G and I	17.8	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
APPAREL (Cont)			
-- Cotton			
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
353	Down and feather-filled coats, jackets, vests, M and B	41.3	Dz.
354	Down and feather-filled coats, jackets, vests, W, G and I	41.3	Dz.
359	Other apparel	4.6	Lb.
-- Wool			
431	Gloves	2.1	DPr.
432	Hosiery	2.8	DPr.
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Wool (Cont.)			
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer), M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer), W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
-- Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPr.
632	Hosiery	4.6	DPr.
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Man-made Fiber (Cont.)			
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.
639	Knit Shirts and blouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres and Foundation Garments	4.8	Dz.
650	Dressing Gowns, incl. bath robes and beachrobes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Man-made fiber (Cont.)			
652	Underwear	16.0	Dz.
653	Down and Feather-filled coats, jackets, vests, M and B	41.3	Dz.
654	Down and Feather-filled coats, jackets, vests, W, G and I	41.3	Dz.
659	Other apparel	7.8	Lb.
MADE-UPS AND MISC.			
-- Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.9	No.
363	Terry and Other Pile Towels	0.5	No.
369	Other Cotton Manufactures	4.6	Lb.
-- Wool			
464	Blankets and Auto Robes	1.3	Lb.
465	Floor Coverings	0.1	SFt.
469	Other Wool Manufactures	2.0	Lb.
-- Man-made Fiber			
665	Floor Coverings	0.1	SFt.
666	Other Furnishings	7.8	Lb.
669 1/	Other Man-Made Manufactures	7.8	Lb.

1/ excluding TSUSA numbers 706.3400, 706.3900, 706.4140 and 706.4150. Flatgoods, which are not subject to this Agreement.

ANNEX B: Specific Limits and Sub-Limits

Category	Unit	1982	1983	1984	1985	1986	1987
331	Dpr.	429,912	442,809	456,094	469,776	483,870	498,386
333/4	Doz.	56,038	58,560	61,195	63,949	66,826	69,834
335	Doz.	57,221	59,796	62,487	65,299	68,237	71,308
338/9	Doz	536,866	561,025	586,271	612,653	640,223	669,033
340	Doz.	173,836	181,659	189,833	198,376	207,303	216,631
341	Doz	108,299	113,172	118,265	123,587	129,149	134,960
347/8	Doz	259,145	270,807	282,993	295,727	309,035	322,942
353/4/653/4	Doz.	210,012	213,162	216,360	219,605	222,899	226,243
410	Syd.	4,389,306	4,433,199	4,477,531	4,522,306	4,567,529	4,613,205
433/4	Doz.	16,774	16,858	16,942	17,027	17,112	17,198
(433)	Doz.	12,807	12,871	12,935	13,000	13,065	13,130
(434)	Doz.	6,568	6,601	6,634	6,667	6,700	6,734
438	Doz.	45,222	(---	Subject to the E.R. System			---)
440	Doz.	207,089	208,124	209,165	210,211	211,262	212,318
443	Doz.	26,838	26,838	26,838	26,838	26,838	26,838
444	Doz.	3,925	3,945	3,964	3,984	4,004	4,024
445/6	Doz.	50,665	50,918	51,173	51,429	51,686	51,944
447	Doz.	80,991	81,396	81,803	82,212	82,623	83,036
604	Lbs.	519,878	535,474	551,539	568,085	585,127	602,681
605-C	Lbs.	2,000,000	2,120,000	2,247,200	2,382,032	2,524,954	2,676,451

ANNEX B (Continued)

633/4/5	Doz.	1,382,921	1,391,219	1,399,566	1,407,963	1,416,411	1,424,909
(633)	Doz.	174,684	175,732	176,786	177,847	178,914	179,988
(634)	Doz.	804,704	809,532	814,389	819,276	824,191	829,137
(635)	Doz.	610,970	614,636	618,324	622,034	625,766	629,520
638/9	Doz.	5,507,837	5,540,884	5,574,129	5,607,574	5,641,220	5,675,067
640-D*	Doz.	3,729,287*	3,747,933	3,766,673	3,785,506	3,804,434	3,823,456
640-0**	Doz.	2,486,191**	2,498,622	2,511,115	2,523,671	2,536,289	2,548,970
641	Doz.	1,000,743	1,006,747	1,012,788	1,018,865	1,024,978	1,031,128
643	Doz.	59,256	59,612	59,969	60,329	60,691	61,055
645/6	Doz.	3,282,736	3,299,150	3,315,645	3,332,224	3,348,885	3,365,629
648	Doz.	306,427	317,152	328,252	339,741	351,632	363,939
659-H	Lbs.	2,297,008	2,331,463	2,366,435	2,401,932	2,437,961	2,474,530
669-C	Lbs.	1,500,000	1,590,000	1,685,400	1,786,524	1,893,715	2,007,338

*Less 110,000 Doz. in 1982 for special charges.
**Less 240,000 Doz. in 1982 for special charges.

Annex C:

(Percentages of Swing Pursuant to Paragraph 5)

Categories & Sub-Categories	Percent Swing
331	6
333/4	6
335	6
338/9	6
340	6
341	6
347/8	6
353/4/653/4	6
410	5
433/4	5
(433)	5
(434)	5
438	5
440	5
443	5
444	5
445/6	5
447	5
604	0
605-C	6
633/4/5	2
(633)	2
(634)	2
(635)	2
638/9	2
640-D	0
640-O	0
641	5
643	5
645/6	0
648	6
659-H	5
669-C	6

Annex D

Agreed List of Exempt Products

1. Chima
The long, formless and ample skirt portion of the traditional Korean chima-chogori dress set.

2. Chogori
The short halter-type blouse or top portion of the traditional Korean chima-chogori dress set.

3. Bosun
An ankle boot-type article, wholly of cloth, worn by Korean women indoors.

4. Fabrics, not to exceed 24 x 48 inches in size, containing hand-embroidered or handpainted Korean scenes, and used primarily as decorations or art objects.

5. Handmade carpets, i.e., in which the pile was inserted or knotted by hand and classified by the U.S. Customs Service under TSUSA Numbers 360.0600, 360.1015, 360.1515, 360.7600, or 360.7800.

6. Korean-style handbags and other flat goods of the type considered by the U.S. Customs Service to be classified as luggage: women's and children's handbags, and billfolds, card cases, coin purses, eyeglass cases and similar flat goods.

7. Taekwondo and Judo suits in T.S.U.S.A. numbers 379.0830, 383.0850, 379.6300, 383.4900, 379.3330, 379.9635, 383.2345, and 383.9260.

8. Toys for animals.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

KAM/82 - 237 December 1, 1982

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's note of December 1, 1982, concerning the exports of cotton, wool and man-made fibre textiles and textile products from the Republic of Korea to the United States of America.

I have further the honor to inform Your Excellency that the proposals set forth in Your Excellency's note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Government of the Republic of Korea that Your Excellency's note and this note in reply thereto shall constitute an Agreement between our two Governments.

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

Byong Hion Lew,
Ambassador

His Excellency
George P. Shultz
Secretary of State
Department of State
Washington, D.C.

PHILIPPINES

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington November 24, 1982;
Entered into force January 1, 1983.

The Secretary of State to the Philippine Ambassador

DEPARTMENT OF STATE
WASHINGTON

November 24, 1982

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols adopted on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Republic of the Philippines held in Manila from August 18 to August 20, 1982 and in Washington from October 18 to October 23, 1982 concerning exports to the United States of America of cotton, wool and man-made fiber textiles and textile products manufactured in the Republic of the Philippines. As a result of those discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between the Government of the United States of America and the Government of the Republic of the Philippines.

His Excellency

Benjamin T. Romualdez,

Ambassador of the Philippines.

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4533.

1. The term of this Agreement shall be the four-year period from January 1, 1983 through December 31, 1986. Each "Agreement Year" shall be the twelve month period from January 1 to December 31 with the first Agreement Year commencing on January 1, 1983 and ending on December 31, 1983.

2. The coverage of this Agreement shall be all textiles and textile products of cotton, wool and man-made fibers. The determination of whether a textile or textile product is of cotton, wool or man-made fiber shall be made in accordance with the terms of paragraph 9.

3. (A) Commencing with the first agreement year, and during each succeeding agreement year, the Government of the Republic of the Philippines shall limit annual exports from the Republic of the Philippines to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Republic of the Philippines to the aggregate limits, and to the category specific limits and sub-limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 7 (swing) and 8 (carryover/carryforward). The limits set out in Annex B do not contain any adjustments permitted under paragraphs 7 and 8.

(B) With respect to Category 645/646, 15,000 dozen shall be charged against the specific limit for that category in the amount of 5,000 dozen for each of the 1983, 1984 and 1985 Agreement Years. These charges result from overshipments of the 1978 specific limit for category 645/646.

4. Categories not given Specific Limits are subject to Consultation Levels set out in Annex C and to the Aggregate Limits. In the event the Government of the Republic of the Philippines wishes to permit exports to the United States of America in any category in excess of the applicable Consultation Level during any Agreement Year, the Government of the Republic of the Philippines shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter promptly into such consultations. Until agreement on a different level of exports is reached, the Government of the Republic of the Philippines shall limit exports to the United States of America in the Category in question to the Consultation Level.

5. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement except as set out in subparagraphs 5 (B) and 5 (C) of this agreement.

(B) For purposes of this agreement, traditional items are defined as infants garments up to and including size 6X and classified in categories 335, 336, 337, 341, 348, 352, 359, 635, 636, 637, 641, 642, 646, 648, 652, and 659. A factor of 1.74 pounds equals one dozen shall be used to convert pounds to dozens for traditional items in categories 359 and 659.

(C) For purposes of this agreement, and in recognition of the patterns of trade of the Republic of the Philippines with the United States of America, the pairs of categories below are merged and treated as single categories with specific limits for the merged categories as set out in Annex B:

CATEGORIES MERGED	DESIGNATION IN AGREEMENT
333, 334	333/334
338, 339	338/339
638, 639	638/639
645, 646	645/646
445, 446	445/446

For purposes of computing charges to the aggregate limits, the rates of conversion for the individual categories set out in Annex A shall be applied, except that the rate of conversion for merged category 333/334 shall be 39.5 square yards equivalent (SYE) per dozen and that the rate of conversion for merged category 638/639 shall be 15.5 SYE per dozen.

6. (A) Exports from the Philippines in excess of authorized limits in any Agreement Year may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and charged to the applicable Limit in the succeeding Agreement Year.

(B) Exports from the Philippines in excess of authorized limits in any Agreement Year will, if allowed entry into the United States during that Agreement Year, be charged to the applicable limit in the succeeding Agreement Year.

(C) Any actions taken pursuant to sub-paragraphs 6(A) and 6(B) above, shall not prejudice the rights of either side regarding consultations.

7. (A) Any specific limit may be exceeded in any Agreement Year by not more than the following percentage of its (the receiving category's) square yards equivalent total listed in Annex B, provided that the amount of the increase is compensated for by an equivalent sye decrease in one or more other specific limits for that Agreement Year:

Traditional Categories	7
Wool Categories	5
All Other Categories	6

(B) No limit may be decreased pursuant to subparagraph 7 (a) to a level which is below the level of exports charged against that category limit for that Agreement Year.

(C) When informing the United States of adjustments under the provisions of this paragraph, the Government of the Republic of the Philippines shall indicate the category or categories to be increased and the category or categories to be decreased by commensurate quantities in square yards equivalent.

8. (A) In any Agreement Year, in addition to any adjustment pursuant to paragraph 7, exports may be exceeded by a maximum of 10 percent of the Specific Limit or sub-limit by allocating to such Limit for that Agreement Year an unused portion ("shortfall") of the corresponding Limit for the previous Agreement Year ("Carryover") or a portion of the corresponding Limit for the succeeding Agreement Year ("Carryforward") subject to the conditions set forth in sub-sections (A) and (B) of this paragraph.

(i) Carryover may be utilized as available up to 10 percent of the receiving Agreement Year's applicable limit. Carryover shall be available in each Agreement Year under this Agreement, including the first Agreement Year;

(ii) Carryforward may be utilized up to 5 percent of the receiving Agreement Year's applicable limits. No carryforward shall be available in the 1986 Agreement Year;

(iii) Carryforward used shall be charged against the immediately following Agreement Year's corresponding limits; and

(iv) The combination of carryover and carryforward may not exceed 10 percent of the receiving year's applicable limits in any agreement year.

(B) For purposes of this Agreement, a shortfall occurs when exports of textile or textile products from the Republic of the Philippines to the United States of America during an Agreement Year are below the Aggregate Limit and any applicable Specific Limit as set forth in Annex B (or, in the case of any limit decreased pursuant to paragraph 7, when such exports are below the limit as so decreased). In the Agreement Year following the shortfall, such exports from the Republic of the Philippines to the United States of America may be permitted to exceed the Specific Limits and sub-limits, subject to conditions of sub-paragraph 8 (a) by carryover of shortfalls in the following manner:

(i) Carryover in any limit shall not exceed the amount of shortfall in any applicable Specific Limit or sub-limit.

(ii) In the case of shortfall in a Category subject to a Specific Limit or sub-limit, the shortfall shall be used in the Category in which the shortfall occurred.

(iii) The applicable Specific Limit or sub-limit in which the shortfall occurred shall be decreased by the amount used to exceed the following Year's limit.

(C) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 7. The total adjustment under this paragraph shall be in addition to adjustments to the limits permitted by paragraphs 6 and 7.

9. (A) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool or man-made fibers, or blends thereof, in which any or all of those fibers represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this agreement.

(B) For the purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of those fibers. Any products covered by sub-paragraph 4 (A) but not in chief value of cotton, wool or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(II) Wool textiles if not cotton, and wool equals or exceeds 17 percent by weight of all component fibers; and

(III) Man-made fiber textiles if neither of the foregoing applies.

10. The Government of the Republic of the Philippines recognizes the right of the Government of the United States of America to use the Tariff Schedules of the United States Annotated to administer the traditional and non-traditional apparel categories found in Annex B.

11. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

12. (A) The Government of the United States of America shall promptly supply the Government of the Republic of the Philippines with data on monthly imports of cotton, man-made fiber and wool textiles and textile products into the United States of America from the Republic of the Philippines.

(B) The Government of the Republic of the Philippines shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from the Republic of the Philippines to the United States of America.

(C) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this agreement requested by the other Government.

13. The Government of the Republic of the Philippines shall use its best efforts to space exports from the Republic of the Philippines to the United States of America within each category or sub-category evenly throughout each agreement year, taking into consideration normal seasonal factors.

14. If, having regard to the provisions of the Arrangement, the Government of the Republic of the Philippines considers that the Republic of the Philippines is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of the Philippines may request consultations with the Government of the United States of America with a view to taking appropriate remedial action. The Government of the United States of America shall consult with the Government of the Republic of the Philippines in the event of such a request.

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15. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles and textile products subject to this Agreement from the Republic of the Philippines to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this agreement.

16. (A) In conformity with Article 12, paragraph (3) of the Arrangement, this agreement shall not apply to exports of handloom fabrics of the cottage industry of the Republic of the Philippines, or handmade cottage industry products made of such handloom fabrics in the Republic of the Philippines, or to folklore handicraft textile products traditional to the Republic of the Philippines including those specified in Annex D as "Philippine Items," provided that such products are properly certified under arrangements established between the two Governments pursuant to paragraphs 11 and 18 of this agreement and the above mentioned article of the Arrangement. "Philippine items" are traditional Philippine products, cut, sewn, or otherwise fabricated by hand in cottage units of the cottage industry. Additional items may be subsequently added to this list by mutual agreement.

(B) This agreement shall not apply to handplied or braided and hand tied macrame handicraft articles, not combined with woven or knit material, (except if such material is used for non-essential decorative and ornamental purposes only).

17. Exports of cotton, wool and man-made fiber textiles and textile products in individual shipments valued at less than 250 dollars shall not be charged to the limits of this agreement provided that such are properly certified.

18. The visa and certification system established by letters dated July 1 and July 7, 1976, as amended,[1] between the Government of the United States of America and the Government of the Republic of the Philippines will remain in force subject to paragraph 11 of this agreement.

19. The Government of the Republic of the Philippines shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of the Philippines in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

[1] Not printed.

20. The Government of the United States of America and the Government of the Republic of the Philippines agree to consult, upon the request of either Government, on any question arising in the implementation of this agreement.

21. The Government of the United States of America and the Government of the Republic of the Philippines may at any time propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

22. The two governments agree to undertake after the end of the first Agreement Year, a major review of the Agreement.

23. In conformity with Article 8 of the Arrangement, the Republic of the Philippines and the United States of America shall cooperate to avoid circumvention of the Agreement. Any actions with a view to avoid circumvention shall comply with the provisions established in paragraph 14 of the Protocol of December 22, 1981 extending the MFA (Document - GATT L/5276).

24. This Agreement will supersede the Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products which entered into force on January 1, 1978.[1]

[1] Exchange of notes Aug. 22 and 24, 1978. TIAS 9223; 30 UST 844.

25. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such agreement year.

If the foregoing conforms with the understanding of the Government of the Republic of the Philippines, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of the Philippines shall constitute an agreement between our two Governments, which shall enter into force on January 1, 1983.

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

For the Secretary of State:

[1]

[1] Anthony Albrecht.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
-- Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
-- Wool			
400	Tops and Yarn	2.0	Lb.
-- Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
-- Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD

M and B = Men's and Boys'
W, G and I = Women's, Girls' and Infants
n.k. = not knit

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
FABRIC (cont.)			
-- Cotton			
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k	1.0	SYD
-- Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
-- Man-Made Fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other Fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
APPAREL			
-- Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPr.
332	Hosiery	4.6	DPr.
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses (incl. T-Shirts, other and sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k. M and B	24.0	Dz.
341	Blouses, n.k. W, G and I	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W,G and I	17.8	Dz.

Annex A

Category	Description	Conversion Factor	Unit of Measure
APPAREL (Cont)			
-- Cotton			
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits	11.0	Dz.
353	Down and feather-filled coats, jackets and vests, M and B	41.3	Dz.
354	Down and feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
359	Other apparel	4.6	Lb.
-- Wool			
431	Gloves	2.1	DPr.
432	Hosiery	2.8	DPr.
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Wool (Cont.)			
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
-- Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPr.
632	Hosiery	4.6	DPr.
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Man-made Fiber (Cont.)			
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.
639	Knit Shirts and blouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k. M and B	24.0	Dz.
641	Blouses, n.k. W, G and I	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.
650	Dressing Gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-- Man-made fiber (Cont.)			
652	Underwear	16.0	Dz.
653	Down and Feather-filled coats, jackets and vests, M and B	41.3	Dz.
654	Down and Feather-filled coats, jackets and vests, W, G and I	41.3	Dz.
659	Other apparel	7.8	Lb.
MADE-UPS AND MISC.			
-- Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.9	No.
363	Terry and Other Pile Towels	0.5	No.
369	Other Cotton Manufactures	4.6	Lb.
-- Wool			
464	Blankets and Auto Robes	1.3	Lb.
465	Floor Covering	0.1	SFt.
469	Other Wool Manufactures	2.0	Lb.
-- Man-made Fiber			
665	Floor Coverings	0.1	SFt.
666	Other Furnishings	7.8	Lb.
669 1/	Other Man-Made Manufactures	7.8	Lb.

1/ excluding TSUSA numbers 706.3400, 706.3900, 706.4140 and 706.4150 [Footnote in the original.]

Annex B

Specific Limits and Sub-Limits

	Unit	1983 Level	1984 Level	1985 Level	1986 Level
Aggregate	Sye	307,180,013	328,682,614	351,690,397	376,308,725
Category					
604	Lbs.	2,221,641	2,288,290	2,356,939	2,427,647
666	Lbs.	177,348	189,762	203,046	217,259
431	Dpr.	56,980	57,550	58,125	58,706
433	Doz.	3,324	3,357	3,391	3,425
435	Doz.	2,216	2,238	2,260	2,283
443	Doz.	2,238	2,260	2,283	2,306
445/446	Doz.	17,949	18,128	18,310	18,493
447	Doz.	6,648	6,714	6,782	6,850
459	Lbs.	119,659	120,856	122,064	123,285

Annex B

Specific Limits and Sub-Limits

Category	Unit	1983 Level	1984 Level	1985 Level	1986 Level
330	Doz.	1,160,607	1,218,637	1,279,569	1,343,547
331	Dpr.	639,301	658,480	678,234	698,581
333/334	Doz.	83,475	85,979	88,559	91,216
335 T	Doz.	35,797	38,303	40,984	43,853
335 NT	Doz.	36,963	38,442	39,979	41,578
336 T	Doz.	376,332	398,912	422,847	448,218
336 NT	Doz.	27,654	29,313	31,072	32,936
337 NT	Doz.	335,019	358,470	383,563	410,412
337 NT	Doz.	41,395	44,293	47,393	50,711

Annex B

Specific Limits and Sub-Limits

Category	Unit	1983 Level	1984 Level	1985 Level	1986 Level
338/339	Doz.	814,194	846,762	880,632	915,857
340	Doz.	250,294	262,809	275,949	289,746
341 T	Doz.	70,704	74,946	79,443	84,210
341 NT	Doz.	90,739	96,183	101,954	108,071
342 NT	Doz.	54,336	57,596	61,052	64,715
345	Doz.	30,779	32,626	34,583	36,658
347	Doz.	260,526	273,552	287,230	301,592
348 T	Doz.	205,874	218,226	231,320	245,199
348 NT	Doz.	241,358	248,599	256,057	263,739
351	Doz.	69,084	72,538	76,165	79,973
631	Dpr.	1,700,267	1,802,283	1,910,420	2,025,045
(TSUSA Nos. 704.8520, 704.8550 and 704.9000)	Dpr.	(200,000)	(212,000)	(224,720)	(238,203)

Annex B

Specific Limits and Sub-Limits

Category	Unit	1983 Level	1984 Level	1985 Level	1986 Level
633	Doz.	18,658	19,777	20,964	22,222
634	Doz.	198,129	208,035	218,437	229,359
635 T	Doz.	35,462	37,590	39,845	42,236
635 NT	Doz.	220,884	234,137	248,185	263,076
636 NT	Doz.	42,701	45,263	47,979	50,858
638/639	Doz.	861,408	887,250	913,868	941,284
640	Doz.	101,683	106,767	112,106	117,711
641 T	Doz.	70,704	75,653	80,949	86,615
641 NT	Doz.	185,421	192,838	200,551	208,573
642 NT	Doz.	57,053	59,906	62,901	66,046
643	Doz.	44,992	47,692	50,553	53,586

Annex B

Specific Limits and Sub-Limits

Category	Unit	1983 Level	1984 Level	1985 Level	1986 Level
645/646 NT	Doz.	97,541	100,467	103,481	106,585
646 T	Doz.	238,702	253,024	268,206	284,298
647	Doz.	88,705	94,914	101,558	108,667
648 T	Doz.	180,229	189,240	198,702	208,638
648 NT	Doz.	57,053	60,476	64,105	67,951
649	Doz.	3,899,753	4,016,746	4,137,248	4,261,365
650	Doz.	19,912	20,908	21,953	23,051
651	Doz.	101,552	106,630	111,961	117,559
652 NT	Doz.	576,234	610,808	647,457	686,304
659 T	Doz.	3,620,317	3,801,333	3,991,399	4,190,969
659 NT	Lbs.	1,418,141	1,489,048	1,563,500	1,641,675

Annex C

Consultation Levels

Category	Level
300	3,682,800 SYE
301	3,682,800 SYE
310	3,682,800 SYD
311	3,682,800 SYD
312	3,682,800 SYD
313	3,682,800 SYD
314	3,682,800 SYD
315	3,682,800 SYD
316	3,682,800 SYD
317	3,682,800 SYD
318	3,682,800 SYD
319	3,682,800 SYD
320	3,682,800 SYD

Annex C

Consultation Levels

Category	Level
600	3,682,800 SYE
601	3,682,800 SYE
602	3,682,800 SYE
603	3,682,800 SYE
605	3,682,800 SYE
610	3,682,800 SYD
611	3,682,800 SYD
612	3,682,800 SYD
613	3,682,800 SYD
614	3,682,800 SYD
625	3,682,800 SYE
626	3,682,800 SYE
627	3,682,800 SYE

Annex C

Consultation Levels

Category	Level
360	1,381,674 SYE
361	1,381,674 SYE
362	1,381,674 SYE
363	1,381,674 SYE
369	6,212,811 SYE
665	1,381,674 SYE
669	1,381,674 SYE
400	118,473 SYE
410	118,473 SYD
411	118,473 SYD
425	118,473 SYE
429	118,473 SYD
432	118,473 SYE
434	118,473 SYE

Annex C

Consultation Levels

Category	Level
436	118,473 SYE
438	118,473 SYE
440	118,473 SYE
442	118,473 SYE
444	118,473 SYE
448	118,473 SYE
464	118,473 SYE
465	118,473 SYE
469	118,473 SYE
342 T	967,181 SYE
352 T	967,175 SYE
353	700,000 SYE
354	700,000 SYE
359 T	9,738,355 SYE

Annex C

Consultation Levels

Category	Level
636 T	49,515,120 SYE
637 T	13,978,466 SYE
642 T	967,181 SYE
652 T	967,184 SYE
332	967,173 SYE
349	2,552,074 SYE
350	967,164 SYE
352 NT	967,175 SYE
359 NT	5,240,578 SYE
630	967,174 SYE
632	967,173 SYE
637 NT	967,190 SYE
644	967,194 SYE
653	700,000 SYE
654	700,000 SYE

Annex D

Philippine Items

Philippine Traditional Folklore Handicraft Textile Products

Philippine Items are traditional Philippine Products, Products

Philippine Items are traditional Philippine Products, cut, sewn, or otherwise fabricated by hand in cottage units of the cottage industry. The following is the agreed upon list of such items.

Batik and Harlon Fabrics - hand woven fabrics of the cottage industry.

Banaue Cloth - Cotton Handloom Fabric in Multi-Colors.

Other Hand Woven and Handloom Fabrics of the Cottage Industry.

Articles and garments made by hand from hand woven and handloomed fabrics.

Hand crocheted garments, shawls, hats, and accessories, including the "Catsa Group" type garments (heavily hand crochet work in combination with coarse greige or dyed cotton fabric or batik fabric).

The Philippine Ambassador to the Secretary of State

EMBASSY OF THE PHILIPPINES
WASHINGTON, D. C. 20036

24 November 1982

Excellency,

I have the honor to refer to your Note of 24 November 1982 proposing an agreement concerning trade in cotton, wool and man-made fiber textiles and textile products between the Republic of the Philippines and the United States of America to replace the previous agreement concluded between our two Governments on 24 August 1978 and expiring on 31 December 1982.

On behalf of my Government, I have the honor to inform your Excellency that I accept your proposal and agree that your Excellency's Note and this Note in reply will constitute an agreement between our two Governments.

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

BENJAMIN T. ROMUALDEZ
Ambassador

His Excellency
George P. Shultz
Secretary of State
Washington, D.C.

TIAS 10612

EGYPT

Agricultural Commodities

Agreement signed at Cairo November 23, 1982;
Entered into force November 23, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Arab Republic of Egypt agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed June 7, 1974,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. COMMODITY TABLE:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (Dols. Million)
Wheat	1983	823,000	136.0
Wheat Flour (Grain Equivalent Basis)	1983	487,000	89.0
TOTAL		1,310,000	225.0

Item II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - Seven and one-half (7 1/2) percent for Section 104(A) Purposes.

C. Number of Installment Payments - Thirty-one (31).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

[1] TIAS 7855; 25 UST 1246.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat/Wheat Flour (Grain Equivalent Basis)	1983	3.0 million

Item IV. EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be U.S. fiscal year 1983, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

Item V. SELF-HELP MEASURES:

A. The Government of Egypt agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor

to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Agricultural Policy and Planning

a. Continue to review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

b. Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

c. Increase incentives for domestic food crop production. The GOE will continue the trend to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE on a voluntary basis. The GOE will continue its analysis during FY 1983 to determine the need

to initiate a similar program for corn. The procurement prices will be set with the objective of further reducing the differences between the domestic and world prices of wheat. In assessing supply management, the government will give procurement priority to the full utilization of domestically-produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

2. Agricultural Research and Extension

Continue to examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979.[1] The review will:

a. Identify constraints for effectively managing the agricultural research/extension/dissemination system;

b. Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

c. Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

[1] Not printed.

d. Evaluate results from previous Egyptian agricultural research projects and disseminate those most likely to support increased small farmer productivity; and

e. Develop priorities for funding of applied research project activities.

3. Water Conservation and On-Farm Management
Continue to assess the structural and institutional options for promoting the conservation and better on-farm management of water, e.g., pricing water so that water constitutes an input cost.

4. Land Investment and Operation and Maintenance
Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

5. The GOE will encourage private importers to import additional amounts of fertilizer as total demand increases.

6. Continue discussions to stimulate U.S. private investments in Egyptian agribusiness sector within the context of the bilateral investment treaty signed by the GOE and USG on September 29, 1982.

Item VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Egypt from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agriculture and rural development sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds of these purposes emphasis will be placed on directly improving the lives of the poorest of the Egyptian people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement, done at Cairo, in duplicate, the day of 23 November, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By:
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By:
Name: Dr. Wagih M. Shindy
Title: Minister of Investment Affairs and International Cooperation

IN ACKNOWLEDGEMENT OF the foregoing agreement, representatives of the implementing organizations have subscribed their names:

By:
Name: Ahmed Ahmed Nouh
Title: Minister of Supply and Home Trade

By:
Name: Dr. Youssef Wally
Title: Minister of State for Agriculture

INDIA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of August 8, 1963.
Effected by exchange of notes
Dated at New Delhi November 30, 1982;
Entered into force November 30, 1982.

77-975 0 - 88 - 33

The American Embassy to the Indian Ministry of External Affairs

No. 499

The Embassy of the United States refers the Ministry of External Affairs to recent discussions between representatives of the United States and Indian Governments relating to the Agreement for Cooperation Between the Two Governments Concerning the Civil Uses of Atomic Energy, signed at Washington August 6, 1963 [1] (the "Agreement for Cooperation") and related instruments.

The Government of the United States confirms, with respect to Article II A of the Agreement for Cooperation, that it waives its right to have the Government of India purchase from the Government of the United States, or any entity acting on its behalf, as needed, all requirements of the Government of India for enriched uranium for use as fuel at the Tarapur Atomic Power Station. The Government of the United States also waives its right under the Agreement for Cooperation that the Tarapur Atomic Power Station be operated on no other special nuclear material than that made available by the United States. It is understood that the Government of India will in the future, unless otherwise mutually agreed by the Governments of the United States and India, obtain all its

[1] Should read "August 8, 1963". TIAS 5446; 14 UST 1484.

requirements for enriched uranium containing no more than twenty percent (20 percent) U-235 for fuel for the Tarapur Atomic Power Station from the Government of France and that the Tarapur Atomic Power Station may be operated on such fuel.

The Government of the United States confirms that the contract referred to in Article II A of the Agreement for Cooperation, i.e., the contract of sale of enriched uranium between the United States Atomic Energy Commission acting on behalf of the Government of the United States of America and the Government of India, signed at New Delhi May 17, 1966, as amended, shall be suspended, until otherwise agreed by the Governments of the United States and India.

The Government of the United States confirms that the Agreement for Cooperation, the related exchange of letters of September 16 and 17, 1974, [1] and the Agreement Between the International Atomic Energy Agency, the Government of India and the Government of the United States of America Relating to Safeguards Provisions, signed at Vienna January 27, 1971, [2] shall remain in effect in all other respects.

Embassy of the United States of America,

New Delhi, November 30, 1982.

[1] Not printed.
[2] TIAS 7049; 22 UST 200.

The Indian Ministry of External Affairs to the American Embassy

विदेश मंत्रालय नई, दिल्ली-११
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI-11

The Ministry of External Affairs refers the Embassy of the United States to recent discussions between representatives of the Indian and the United States Governments relating to the Agreement for Cooperation Between the Two Governments Concerning the Civil Uses of Atomic Energy, signed at Washington, August 6, 1963 (the "Agreement for Cooperation") and related instruments.

The Government of India confirms, with respect to Article II A of the Agreement for Cooperation, that it waives its right to have the Government of the United States, or any entity acting on its behalf, sell to the Government of India, as needed, all requirements of the Government of India for enriched uranium for use as fuel at the Tarapur Atomic Power Station. It is understood that the Government of India will in the future, unless otherwise mutually agreed by the governments of India and the United States, obtain all its requirements for enriched uranium containing no more than twenty per cent (20 percent) U-235 for fuel for the Tarapur Atomic Power Station from the Government of France and will operate the Tarapur Atomic Power Station on such fuel.

The Government of India confirms that the contract referred to in Article II A of the Agreement for Cooperation, i.e. the contract of sale of enriched uranium between the United States Atomic Energy Commission acting on behalf of the Government of the United States of America and the Government of India, signed at New Delhi May 17, 1966, as amended, shall be suspended, until otherwise agreed by the governments of India and the United States.

The Government of India confirms that the Agreement for Cooperation, the related exchange of letters of September 16 and 17, 1974, and the agreement between the International Atomic Energy Agency, the Government of India and the Government of the United States of America relating to safeguards provisions, signed at Vienna, January 27, 1971, shall remain in effect in all other respects.

NEW DELHI, November 30, 1982.

FINLAND

Shipping: Jurisdiction over Vesssels in United States Deepwater Ports

Agreement effected by exchange of notes
Signed at Washington December 1, 1982;
Entered into force December 1, 1982.

The Secretary of State to the Finnish Ambassador

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of Finland and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Finland, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of Finland that this agreement shall not apply to vessels registered in or flying the flag of Finland merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note, together with your reply thereto, shall constitute an agreement between our two Governments, to enter into force upon receipt of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

---

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

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

For the Secretary of State:

JAMES FERRER, JR.

His Excellency
JAAKKO ILONIEMI,
Ambassador of Finland.

The Finnish Ambassador to the Secretary of State

EMBASSY OF FINLAND
WASHINGTON, D. C.

December 1, 1982

Your Excellency,

I have the honour to acknowledge receipt of your Note of today's date, the terms of which are as follows:

[For the text of the U.S. note, see pp. 4550-4551.]

I have the honour to state that the Government of Finland agrees to this arrangement and will regard your Note and this reply as constituting an agreement between our respective Governments on these matters.

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

Jaakko Iloniemi
Ambassador of Finland

His Excellency
George P. Shultz
Secretary of State
Washington, D. C.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Naval Support Facility on Diego Garcia

Supplemental arrangement relating to the agreement of February 25, 1976.
Signed at Washington December 13, 1982;
Entered into force December 13, 1982.

SUPPLEMENTAL ARRANGEMENTS OF 1982 RELATING TO THE DIEGO GARCIA FACILITY

PREAMBLE PURSUANT TO PARAGRAPH 19 OF THE FEBRUARY 25, 1976 AGREEMENT [1] EFFECTED BY AN EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE UNITED STATES NAVY SUPPORT FACILITY ON DIEGO GARCIA, THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND REPRESENTED BY THE FOREIGN AND COMMONWEALTH OFFICE AND THE GOVERNMENT OF THE UNITED STATES REPRESENTED BY THE DEPARTMENT OF STATE, DESIRING TO MAKE ARRANGEMENTS ADDITIONAL TO THOSE MADE IN THE SUPPLEMENTARY ARRANGEMENTS SIGNED ON 25 FEBRUARY 1976, HAVE MADE THE FOLLOWING FURTHER SUPPLEMENTARY ARRANGEMENTS WHICH ARE TO BE READ AS ONE WITH THE SUPPLEMENTARY ARRANGEMENTS OF 1976:

PARAGRAPH 1 GENERAL - IN DETERMINATING THE NUMBER OF ITS PERSONNEL STATIONED AT ANY ONE TIME ON THE ISLAND AND USING THE ISLAND'S RESOURCES, THE UNITED STATES WILL GIVE DUE CONSIDERATION TO THE LIMITED RESOURCES OF THE ISLAND, IN PARTICULAR

[1] TIAS 8230; 27 UST 323.

DRINKING WATER, AND THE NEED TO CONSERVE THE ENVIRONMENT.

PARAGRAPH 2 CONTRACTOR PERSONNEL - IF THE UNITED STATES GOVERNMENT INTENDS TO INTRODUCE LARGE NUMBERS OF THIRD COUNTRY NATIONALS, IT WILL CONSULT HER MAJESTY'S GOVERNMENT, INDICATING IN GENERAL TERMS THE NUMBERS CONCERNED, THE NATIONALITIES AND THE EXPECTED DURATION OF THEIR STAY ON DIEGO GARCIA.

PARAGRAPH 3 FRESH WATER - FROM TIME TO TIME, OR IF SPECIFICALLY REQUESTED, THE UNITED STATES COMMANDING OFFICER WILL ADVISE THE BRITISH GOVERNMENT REPRESENTATIVE OF THE ADEQUACY OF THE FRESH WATER SUPPLY ON THE ISLAND AND OF THE ARRANGEMENTS FOR EXTRACTING DRINKING WATER. THE BRITISH GOVERNMENT REPRESENTATIVE WILL BE INFORMED OF ANY SIGNIFICANT FALL IN THE LEVEL OF THE WATER TABLE OR ANY SIGNIFICANT DETERIORATION IN THE QUALITY OF THE WATER, WITH A VIEW TO JOINTLY AGREED REMEDIAL ACTION.

PARAGRAPH 4 DUMPING - THERE WILL BE NO DUMPING OF VEHICLES, MACHINERY, EQUIPMENT OR OTHER NON-NATURAL WASTE IN THE TERRITORY OF THE CHAGOS ARCHIPELAGO WITHOUT THE PRIOR APPROVAL OF THE BRITISH GOVERNMENT REPRESENTATIVE.

PARAGRAPH 5 DREDGING AND REEF BLASTING - IT WILL BE THE RESPONSIBILITY OF THE UNITED STATES COMMANDING OFFICER TO ENSURE THAT NO DREDGING OR REEF BLASTING IS CONDUCTED IN ANY AREA WHERE IT COULD CAUSE IRREMEDIABLE DAMAGE. NORMALLY, A BREADTH OF LIVE REEF OF NO LESS THAN 80 YARDS WILL BE LEFT INTACT AND FREE OF BLASTING OPERATIONS ALL AROUND THE ISLAND. IF, EXCEPTIONALLY, IT IS CONSIDERED NECESSARY TO REDUCE THE BREADTH OF THE LIVE REEF TO LESS THAN 80 YARDS AT ANY POINT, THE BRITISH GOVERNMENT REPRESENTATIVE WILL BE CONSULTED IN SUFFICIENT TIME IN ADVANCE OF THE PROPOSED ACTION TO ENABLE AN ASSESSMENT OF THE LIKELY ECOLOGICAL CONSEQUENCES TO BE MADE BY QUALIFIED AUTHORITIES.

PARAGRAPH 6 HOLD - HARMLESS PROVISION - WHENEVER, PURSUANT TO PARAGRAPH (5) OF THE AGREEMENT EFFECTED BY AN EXCHANGE OF NOTES OF DECEMBER 30, 1966, [1] THE UNITED STATES GOVERNMENT MAKES FACILITIES AVAILABLE TO THE UNITED KINGDOM GOVERNMENT, THE UNITED KINGDOM GOVERNMENT WILL INDEMNIFY AND HOLD-HARMLESS THE UNITED STATES GOVERNMENT FOR ANY LIABILITY INCIDENT TO THE USE OF SUCH FACILITIES BY THE UNITED KINGDOM GOVERNMENT, ITS AGENCIES,

[1] TIAS 6196; 18 UST 29.

AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS OR OTHER

USERS AUTHORIZED BY THE UNITED KINGDOM GOVERNMENT.

NIGEL WENBAN-SMITH
ON BEHALF OF THE GOVERNMENT
OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND

JONATHAN T. HOWE
ON BEHALF OF THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

DECEMBER 13, 1982

ISRAEL

Defense: Security of Information

Agreement effected by exchange of notes
Signed at Tel Aviv and Jerusalem July 30 and December 10, 1982;
Entered into force December 10, 1982.

The American Chargé d'Affaires ad interim to the Israeli Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Tel Aviv, July 30, 1982

No. 97

Excellency:

I have the honor to refer to the exchange of notes between the Honorable U. Alexis Johnson for the Secretary of State of the United States of America, and the Honorable Avraham Harman, Ambassador of Israel, signed on March 25, 1963, [1] at the Department of State, Washington, D.C., concerning the protection of classified information exchanged between our two governments.

The United States Government believes it is desirable to update and record the basic principals which govern the exchange of such information. I have the honor to propose, therefore, a confirmation of the mutual understanding, that, with respect to the exchange of such classified information communicated between our two governments, the following principles will apply to information designated by the Government of the United States as "Confidential," "Secret" or "Top Secret" and to information designated by your Government as coming within the purview of this agreement:

His Excellency
Yitzhak Shamir,
Minister of Foreign Affairs of
Israel.

[1] Not printed.

GENERAL SECURITY OF INFORMATION AGREEMENT

"1. All classified information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

a. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

b. the recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

c. the recipient government will not use the information for other than the purpose for which it was given; and

d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

"2. Classified information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

"3. For the purpose of this agreement classified information is that information or material which in the interests of national security

of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral or visual. Material may be any document, product, or substance on, or in which information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

"5. This Agreement shall apply to all exchanges of classified information between all agencies and authorized officials of our two governments. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Agreement) as may be necessary between appropriate agencies of our respective governments.

"6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

"7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of

any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

"8. a. In the event that either government or its contractors award a contract involving classified information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified information received from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government. For the United States, the request will be submitted through the U.S. Military Attache in Tel Aviv; for Israel the request will be submitted through the Israeli

Military Attache or Procurement Mission to the U.S., as appropriate. The request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

"9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement."

This understanding will apply to all exchanges of such information between all agencies and authorized officials of our two Governments, whether at the respective capitals of our two countries, at international conferences or elsewhere. Any other arrangements between our two Governments, or their respective agencies relating to the exchange of such information will, to the extent that they are not inconsistent with these principles, not be affected by this understanding. It is understood, however, that the foregoing does not commit either Government to the release to the other of any classified information or material.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect,

designating the types of information your Government wishes covered, shall supersede the March 25, 1963 agreement on this matter effective on the date of your reply.

Accept, Excellency the renewed assurances my highest consideration.

William A. Brown [1]

Chargé d'Affaires, ad interim

[1] William A. Brown.

The Israeli Minister of Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS שר החוץ

Jerusalem, December 10, 1982

Mr. Ambassador,

I have the honour to acknowledge receipt of the Note No. 97 of July 30, 1982 from Mr. W.A. Brown, Charge d'Affaires, ad interim, concerning the protection of classified information exchanged between our two governments.

In reply, I have the honour to inform you that the proposals made therein are acceptable by the Government of Israel who therefore agree that your Note and the present reply shall supersede the March 25, 1963, agreement on this matter, effective on the date of this reply.

The types of information designated by the Government of Israel to which the arrangements would apply are all information furnished by the Government of Israel and classified "Mugbal" (restricted or for official use only), "Confidential" (the equivalent in hebrew "Shamour"), "Secret" (the equivalent in hebrew "Sodi") or "Top Secret" (the equivalent in hebrew "Sodi Be'Yoter").

Accept, Mr. Ambassador, the assurances of my highest consideration.

Yitzhak Shamir

His Excellency
Mr. Samuel W. Lewis
Ambassador of the U.S.A.
in Israel

LIBERIA

Agricultural Commodities

Agreement signed at Monrovia January 8, 1981;
Entered into force January 8, 1981.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LIBERIA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE PUBLIC LAW 480, TITLE I [1] PROGRAM

The Government of the United States of America and the Government of Liberia have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Part I and III of the August 13, 1980 [2] agreement together with the following Part II.

PART II. PARTICULAR PROVISIONS

I: Commodity Table:

Commodity -	Supply period (U.S.FY)	Approximate Maximum Quantity (MT)	Maximum Export Market Value (millions)
Rice	1981	10,500	5.0

II: Payment Terms: Convertible Local Currency Credit (25 years)

1. Initial Payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - Twenty-one
4. Amount of Each Installment Payment - Approximately Equal Annual Amounts

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9841; 32 UST 2319.

5. Due Date of First Installment Payment - Five Years After the Date of Last Delivery of Commodities in Each Calendar Year
6. Initial Interest Rate - Two Percent
7. Continuing Interest Rate - Three Percent

III. Usual Marketing Table

Commodity -	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Rice	1981	47,500

IV. Export Limitations:

A. The export limitation period shall be U. S. fiscal year 1981 and/or any subsequent U. S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of this agreement, the commodities which may not be exported are: For rice -- rice in the form of paddy, brown or Milled.

V. Self-Help Measures:

A. The government of the importing country agrees to undertake self-help measures to improve the pro-

duction, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia agrees to: undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Research and Extension

A. Support the decentralization of the agricultural sector in order to provide the small farmer easier and more direct access to the services provided by the government. Emphasis shall be given to integrating the research and extension activities to provide the most scientific/economic production and management techniques to small-holders in the following areas and crops;

(1) At the national level assist in (a) the distribution of improved seeds, tubers and root stock and (b) the marketing of agricultural produce;

(2) In the Nimba County Rural Development Project efforts will be directed towards (a) developing and improving the production of swamp

rice; and (b) developing the production of cocoa and coffee.

(3) In the Liberian Rubber Development Project (a) develop an efficient rubber extension service which will provide the technical know-how to assist the Liberian rubber farmers increase the productivity of their holdings; (b) to assist small farmers to replace deserted rubber plantings with high-yielding crops in accessible areas; and (c) assist small-holders in processing and marketing of rubber.

(4) For coffee and cocoa development provide the most scientific and economic production techniques to small farmers engaged in the production of coffee and cocoa either individually or collectively.

B. Support the supply and distribution of inputs by (1) developing, maintaining, and distributing resistant, high-yielding coffee, cocoa and rubber plants for farmers in the target areas, and (2) provide the necessary project support inputs for the target areas.

2. Training

Provide the necessary training for the research extension personnel with emphasis on the training of those managers and technicians who will be working

directly with research and extension activities of the target areas. Training should be oriented toward the utilization of modern production and dissemination techniques.

3. Infrastructure

Support the following infrastructure construction activity.

A. Construction of secondary and/or access roads to improve the flow of inputs to, and production from, the target areas;

B. Establish an oil palm mill for the Buto and Dube projects; and

C. Produce/set up infrastructure facilities for the coffee and cocoa development project.

4. Credit

Credit will be provided to small farmers so that they can (1) expand areas planted to swamp rice, rubber, coffee, and cocoa and (2) purchase improved inputs and adopt modern production techniques.

5. Price Policy

Develop an appropriate rubber price policy.

VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to Be Used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

1. The following self-help measures as set forth in Item V of the agreement:

A. Nimba County Integrated Rural Development Project

B. Decentralization of the Agricultural Sector

C. Liberian Rubber Development Project

D. Buto and Dube Oil Palm Development Project

E. Liberian Coffee and Cocoa Project

B. The projects/programs identified under VI (A) above will directly improve small farm production, income and nutritional levels and standard of living.

1. The GOL will support the Nimba County Integrated Rural Development Project activities by providing appropriate services and inputs on a timely basis. Such services and inputs include, but are not limited to, host country counterparts, salaries for

project employees, fuel and spare parts. The project is oriented toward improving the standard of living of the small farm family.

The development activities will directly benefit the rural small-holders by (1) providing the small farm operators easier and more direct access to research results through a well-organized extension service and credit facilities geared toward increasing their productivity; and (2) constructing rural access roads to improve the flow of inputs to and products from target areas. Specific targets under this project are to develop and improve 1,050 acres of swamp for rice production; development of 640 acres of cocoa, and development of 1,180 acres of coffee.

2. Decentralization of the agricultural sector cannot be over-emphasized given the fact that most of Liberia's farm households remain at or near the subsistence level. This results in low levels of production and consumption. Decentralization is necessary in order to improve the access of these small farmers to services provided by the government. These services include: Dissemination via extension program of improved techniques developed through research activities; distribution of improved seeds and root/tuber

stock, and other agricultural inputs; and, marketing of agricultural produce.

3. Liberian Rubber Development Project activities aim to improve small-holder rubber production through: Provision of technical know-how by developing an efficient rubber extension service; providing funds for rehabilitating rubber trees of tapping age; replacing rubber plantings with high-yielding varities; assisting small-holders in marketing and processing of their rubber; and, developing an appropriate rubber pricing policy. Specific physical targets of the project are (1) planting of 25,800 acres of high-yielding trees, (2) rehabilitation of 40,240 acres of matured rubber trees, and (3) training of local staff and small farmers in modern rubber production and processing techniques.

4. The Buto and Dube Oil Palm Development activities are located in Gedeh and Sinoe Counties. They are designated to benefit small-holders by planting and maintaining 17,500 acres of oil palm, erection of an oil palm mill and assisting in the establishment of 342 kilometers of feeder roads.

TIAS 10618

77-975 0 - 88 - 34

5. The Coffee and Cocoa Development project activities are extensive and aim for the intensive development of small-holder coffee and cocoa production in five zones of Liberia. It is an ongoing project started in 1977. The primary objectives of these activities are: (a) to engage farmers in the most scientific/economic production and management of coffee and cocoa plantations collectively and individually through the assistance of trained technicians; (b) to supply farmers with high-yielding, disease resistant coffee and cocoa varities; (c) to provide material assistance to farmers as regards production inputs; (d) to produce/set up project facilitating infrastructure facilities; and, (e) to conduct project related research and demonstrations for the purpose of upgrading extension technicians and production methods used by farmers. Specific project targets are: (a) to establish in each of the five zones total capacity of 2,748,720 coffee and cocoa seedlings; (b) to provide assistance to farmers to develop 10 acres of coffee and/or cocoa either in individual holdings or in blocks and with a total goal of approximately 5,000 acres of coffee and 10,000 acres of cocoa; and, (c) to construct

access and secondary roads within these areas.

C. In addition to the report required by Part I, Article II(F) of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI(A) above, and how these activities have benefitted the needy directly. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI(A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose have signed the present Agreement.

DONE at Monrovia, in duplicate, this 8th day of January, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert P. Smith
Ambassador

FOR THE GOVERNMENT OF LIBERIA

Perry Zulu, Major AFL
Minister of Finance

TURKEY

Judicial Assistance: Criminal Investigations

Agreement extending the agreement of July 8, 1976, as extended.
Effected by exchange of letters
Signed at Washington August 7 and December 21, 1982;
Entered into force December 21, 1982;
Effective July 8, 1982.

The Turkish Ambassador to the Assistant Attorney General, Criminal Division

TURKISH EMBASSY
WASHINGTON D.C.
Ref: 248.002-1759-377

August 7, 1982

D. Lowell Jensen
Assistant Attorney General
Criminal Division
Department of Justice
315 9th Street, N.W.
Washington, D.C. 20530

Dear Mr. Jensen,

With reference to my letter of today, I have the honour to request, upon instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administation of Justice in connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters", dated July 8, 1976 [1] for another year, starting as of July 8, 1982.

If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement.

Yours sincerely,

Şükrü Elekdag
Ambassador of the
Turkish Republic

[1] TIAS 8371, 10200; 27 UST 3419; 33 UST 2781.

The Deputy Assistant Attorney General, Criminal Division, to the Turkish Ambassador

U.S. Department of Justice

Criminal Division

Office of the Assistant Attorney General *Washington, D.C. 20530*

DEC 21 1982

Honorable Sukru Elekdag
Ambassador of the Turkish Republic
Turkish Embassy
Washington, D.C.

Dear Mr. Ambassador:

I have the honor to refer to your letter of August 7, 1982, which states in pertinent part as follows:

> "With reference to my letter of today, I have the honour to request, upon instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administration of Justice in connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters", dated July 8, 1976 for another year, starting as of July 8, 1982.
>
> If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement."

The United States Department of Justice accepts your proposal to extend the Agreement of July 8, 1976 for an additional year. This letter and your letter of August 7, 1982 shall constitute an agreement to that end, effective July 8, 1982.

Sincerely,

D. Lowell Jensen
Assistant Attorney General
Criminal Division

By: Roger Olsen

Roger M. Olsen
Deputy Assistant Attorney General

MULTILATERAL

Atomic Energy: Research Participation and Technical Exchange in Power Burst Facility (PBF), Heavy Section Steel Technology (HSST) and Water Reactor Safety

Agreement extending the agreement of June 26, 1979.
Effected by exchange of letters
Signed at Washington and Nykoping October 8 and December 23, 1982;
Entered into force December 23, 1982;
Effective August 28, 1982.

The Executive Director for Operations, United States Nuclear Regulatory Commission, to the Technical Director, Studsvik Energiteknik AB

OCT 0 8 1982

Mr. R. Nilson
Technical Director
Studsvik Energiteknik AB
S-611 82 Nykoping
Sweden

Dear Mr. Nilson:

We are in agreement to extend for a 6-month period (to February 20, 1983) the agreement on PBF/HSST research participation and technical exchange between NRC and the Nordic group.[1] This extension will allow each side to examine proposed ways to broaden the technical exchange agreement to cover part or all of the planned new NRC severe fuel damage research program.

During this 6-month extension of the present agreement, NRC will provide you with selected data from the previous PBF program tests performed prior to August 20, 1982, including Optran 1-1 and 1-2.

Please acknowledge your approval of this extension in writing. We look forward to completing the new, broader agreement later.

Sincerely,

William J. Dircks

William J. Dircks
Executive Director for Operations

[1] TIAS 9627; 31 UST 985.

The Senior Vice President, Studsvik Energiteknik AB, to the Executive Director for Operations, United States Nuclear Regulatory Commission

Studsvik

Handläggare-Matter handled by

Datum-Date 1982-12-23

Vår referens-Our reference RN/m

Ert datum-Your date

Er referens-Your reference

Mr William J Dircks
Executive Director for Operations
United States Nuclear Regulatory
Commission
WASHINGTON, D.C. 20555
USA

Dear Mr Dircks,

For the matter of record, please receive our acknowledgement and approval of the temporary extension of the PBF/HSST research participation and technical exchange agreement until February 20, 1983. The clarification of this extension is given in your letter of October 8, 1982.

On behalf of the Nordic Group,

sincerely yours

Ragnar Nilson
Senior Vice President
Studsvik Energiteknik AB

Postadress-Postal address	Telefon-Phone	Telex	Telefax	Bankgiro - Banking account	Postgiro - Postal account
Studsvik Energiteknik AB					
S-611 82 NYKÖPING	Nat 0155 - 800 00	64013	Nat 0155 - 630 44		
SWEDEN	Int + 46155 800 00	studs s	Int + 46155 630 44	330-0670	35 48 92-2

MULTILATERAL

Atomic Energy: Enriched Uranium Transfer for Research Reactor in Yugoslavia

Agreement amending the agreement of January 16, 1980.
Signed at Vienna December 14, 15 and 20, 1982;
Entered into force December 20, 1982.

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:
PRIERE DE RAPPELER LA REFERENCE: 250-C4.11-YUG-1

14 December 1982

Sir,

I have the honour to refer to the Fourth Supply Agreement between the International Atomic Energy Agency and the Governments of the United States of America and the Socialist Federal Republic of Yugoslavia for the Transfer of Enriched Uranium for a Research Reactor in Yugoslavia, signed on 16 January 1980, [1] the text of which is set forth in document INFCIRC/32/Add.4, part I.

Pursuant to the authorization given by the Board of Governors on 9 June 1982 for the further transfer by the Government of the United States of America to the Government of the Socialist Federal Republic of Yugoslavia, through the Agency, of approximately 5098 grams of uranium with an enrichment of under 20 per cent in the isotope uranium-235, contained in fuel elements for use in the TRIGA Mark II research reactor at the Jožef Stefan Institute in Ljubljana, Yugoslavia, I am pleased to propose that Article I, paragraph 1, of the Fourth Supply Agreement be amended to read as follows:

"1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Yugoslavia of the following materials (hereinafter collectively called the "supplied material"):

(a) Approximately 1372 grams of uranium enriched to approximately 70 per cent by weight in the isotope uranium-235; and

(b) Approximately 5098 grams of uranium enriched to approximately 19.9 per cent by weight in the isotope uranium-235."

- The Resident Representative of the United States of America to the IAEA
  Vienna

- The Resident Representative of the Socialist Federal Republic of Yugoslavia to the IAEA
  Vienna

[1] TIAS 9767; 32 UST 1228.

If the proposal set out above is agreeable to your Government, I would further propose that this letter in triplicate be counter-signed on behalf of your Government as is indicated below. This letter, as fully signed by all the Parties to the Fourth Supply Agreement, will thereupon constitute an amendment to that Agreement.

Accept, Sir, the assurances of my highest consideration.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Carlos Vélez Ocón
Deputy Director General
Department of Technical Co-operation

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

By: Peter N. Brush
Charge d'Affaires a.i.
Date: December 20, 1982

For the GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

By: Milorad PĚSIĆ
Date: 15. XII. 1982

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Agreements relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo July 28, 1981;
Entered into force July 28, 1981.
And exchange of notes
Signed at Tokyo July 27, 1982;
Entered into force July 27, 1982.

千九百八十一年七月二十八日に東京で

日本国外務大臣

園田直

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十六年四月一日から昭和五十七年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億二千六百二十九万八千円（一二六、二九八、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

The Japanese Minister for Foreign Affairs to the American Ambassador[1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十六会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

[1] For the English language translation, see pp. 4594-4595.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 591 Tokyo, July 28, 1981

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[1]

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1981:

His Excellency
Sunao Sonoda
Minister for Foreign Affairs
Tokyo

[1] TIAS 2957, 9837; 5 UST 661; 32 UST 2295.

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1981 to March 31, 1982, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and twenty-six million two hundred and ninety-eight thousand yen (¥126,298,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Mike Mansfield[1]

[1] Mike Mansfield.

千九百八十二年七月二十七日に東京で

日本国外務大臣

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十七年四月一日から昭和五十八年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億三千二百三十五万九千円（一三二、三五九、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

The Japanese Minister for Foreign Affairs to the American Ambassador[1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十七会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

[1] For the English language translation, see pp. 4599-4600.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 627 Tokyo, July 27, 1982

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1982:

His Excellency
Yoshio Sakurauchi,
Minister for Foreign Affairs,
Tokyo.

TIAS 10622

In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1982 to March 31, 1983, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and thirty-two million three hundred and fifty-nine thousand yen (¥132,359,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Michael J. Mansfield

PAKISTAN

Economic and Technical Cooperation: Joint Commission

Agreement signed at Washington December 6, 1982;
Entered into force December 6, 1982.

JOINT COMMISSION ON ECONOMIC, COMMERCIAL, SCIENTIFIC, TECHNOLOGICAL, EDUCATIONAL, AND CULTURAL COOPERATION

-- The Government of the United States of America and the Government of the Islamic Republic of Pakistan,

-- Guided by a common desire to strengthen further the friendly relations between their two countries,

-- Determined to explore the possibilities of fostering mutually advantageous cooperation between them in the economic, commercial, scientific, technological, educational, and cultural fields,

-- Have agreed as follows:

ARTICLE I

-- The Government of the United States of America and the Government of the Islamic Republic of Pakistan hereby constitute a Joint Commission on Economic, Commercial, Scientific, Technological, Educational, and Cultural Cooperation.

ARTICLE II

-- The functions of the Commission may include the following:

1. In the field of Economic and Commercial cooperation:

(a) to review matters concerning economic and commercial relations between the two countries;

(b) to recommend measures and activities to stimulate two-way trade between the two countries consistent with their international obligations which may include, inter alia, the sending of trade promotion missions, and trade delegations;

(c) to promote possibilities of increased investment consistent with the investment policies of the two countries; and

(d) to explore possibilities of enhanced cooperation between financial, industrial, and commercial institutions and organizations.

2. In the field of Scientific and Technological cooperation:

(a) to review and recommend plans for cooperation between the two countries and measures for their implementation and coordination, which may include, inter alia, the exchange of specialists and information and the organization of bilateral seminars on problems of common interest;

(b) to identify scientific and technological problems of interest to both sides and to formulate and recommend joint research programs in these areas; and

(c) to explore possibilities of enhanced scientific and technical cooperation between the two governments, their agencies, and other institutions in the two countries.

3. In the field of Educational and Cultural cooperation:

(a) to review and recommend programs, plans, and priorities for cooperative efforts to facilitate the interchange of people, materials, and ideas in the broad fields of education, scholarship, and such areas of cultural endeavor as performing arts, fine arts, libraries and museums, sports and mass communications; and

(b) to review periodically the progress and functioning of existing programs and arrangements, making recommendations as may be appropriate.

4. The Commission may also consider matters arising in the course of the implementation of agreements now in force between the two countries in the fields of economic, commercial, scientific, technological, educational and cultural cooperation as well as those which may be signed hereafter, and make recommendations for the successful fulfillment of those agreements.

5. The Commission shall also be competent to review any issue that might arise concerning the implementation of this agreement.

ARTICLE III

-- The Commission shall consist of representatives of the two governments with an official of each government of ministerial or cabinet rank serving as the honorary chairman.

-- The Commission may appoint subcommissions and other bodies as may be necessary to deal with specific issues or fields of cooperation and to make appropriate progress reports.

ARTICLE IV

-- The Commission will hold periodic meetings at mutually agreed times. Meetings of the Commission shall be held in each country alternatively. The Commission may invite to such meetings, as may be mutually agreed, the required number of experts and advisers. Special meetings of the Commission may be convened by mutual agreements.

ARTICLE V

-- Within its areas of competence, the Commission may submit mutually agreed findings or proposals to the respective governments.

ARTICLE VI

-- Administrative expenses incidental to the meetings of the Commission and its subcommissions shall be borne by the country in which the meeting is held. Each government shall bear the expenses of its own representation at the meetings of the Commission and its subcommissions, including the expenses of travel to such meetings as well as board and lodging and other personal expenses of its representatives. All procedural and administrative matters not provided for herein shall be determined by the Commission or its subcommissions upon the mutual consent of the two sides.

ARTICLE VII

-- This agreement shall remain in force, subject to the right of either government to terminate it upon notification to the other government in writing of its intention to do so, such notification being made not later than six months prior to the proposed date of termination of the agreement. Unless otherwise agreed, the termination of this agreement or of the activities of the Commission shall not affect the validity or duration of any other agreements entered into by the two governments in the fields of economic, commercial, scientific, technological, educational or cultural cooperation.

ARTICLE VIII

-- This agreement shall enter into force upon signature.

-- DONE at Washington, in duplicate, this sixth day of December, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz [1]

FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN:

Yaqub Khan [2]

[1] George P. Shultz.
[2] Khan Yagub.

INDIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington December 21, 1982;
Entered into force December 21, 1982;
Effective January 1, 1983.

The Secretary of State to the Indian Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 21, 1982

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by the Protocol adopted on December 22, 1981[1] at Geneva (hereinafter referred to as "the Arrangement"). I have also the honor to refer to various discussions between representatives of the Government of the United States of America and the Government of India concerning exports of Cotton, Wool and Man-made Fiber Textiles and Textile products from India to the United States of America. As a result of those discussions, I have the honor to propose the following Agreement under Article 4 of the Arrangement relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products between the Government of the United States of America and the Government of India.

1. (a) This Agreement will apply for four calendar year periods commencing on January 1, 1983 and ending on December 31, 1986. For the period August 1 to December 31, 1986 this Agreement is subject to both parties being free to request, at any time, consultations with a view to proposing revisions in the light of any successor agreement to the Arrangement.

His Excellency,

Kocharil Raman Narayanan

Ambassador of India

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST 4533.

(b) This Agreement may be extended by mutual consent to apply for a fifth year commencing on January 1, 1987 to December 31, 1987 subject to any modifications which either side may propose in the light of any successor agreement to the Arrangement.

2. For purposes of this Agreement, the expression "textiles" will have the meaning ascribed to the expression in Article 12.1 of the Arrangement.

(a) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, man-made fibers or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or fifty percent (50%) or more by weight (or seventeen percent (17%) or more by weight of wool) of the product, are subject to the terms of this Agreement.

(b) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any products covered in sub-paragraph (a) of this paragraph but not in chief value of cotton, wool or man-made fiber shall be classified as:

77 075 0 - 89 - 25

(i) Cotton textiles, if containing fifty percent (50%) or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber content.

(ii) Wool textiles, if not cotton, and the wool equals or exceeds seventeen percent (17%) by weight of all component fibers.

(iii) Man-made fiber textiles, if neither of the foregoing applies.

3. (a) The system of categories and the rates of conversion into square yards equivalent (SYE) listed in Annex "A" shall apply in implementing this Agreement, except as provided for in paragraph 11 below.

(b) For purposes of this Agreement, the categories listed below are merged and treated as single categories as indicated:

Categories merged	Designation in the Agreement
(i) 338, 339 and 340	338/339/340
(ii) 347 and 348	347/348

4. Textiles and textile products covered by this Agreement will be classified in two groups, as follows:

Group	Definition
I	Yarns, fabrics, made-up goods and miscellaneous textile products of cotton, wool and man-made fiber (categories 300-320, 360-369, 400-429, 460-469, 600-627, 660-669)
II	Apparel products of cotton, wool and man-made fibers (categories 330-359, 431-459, 630-659)

5. For the duration of this Agreement, the Government of India will restrain its exports to the United States of America of the textiles and textile products described in Annex "B" to the limits and applicable growth rates specified therein, as modified by paragraphs 11 and 12 below.

6. (a) In accordance with Article 12, paragraph 3 of the Arrangement, handloom fabrics of the cottage industry, hand-made cottage industry products made of such handloom fabrics and "India Items" will not be subject to the provisions of this Agreement, provided such products conform to the descriptions set out in Annex "C" and are certified by the competent Indian authorities in accordance with the provisions of the mutually agreed visa and certification systems. A list of "India Items" which are traditional folklore handicraft textiles products, is appended to this Agreement at Annex "D". Additional items may subsequently be added to this list by mutual agreement.

(b) In recognition of the difficulties that may arise in classifying certain "India Items", both parties agree to consult where differences of opinion may occur.

7. The mutually agreed visa and certification systems to facilitate the implementation of this Agreement are attached as Annex "E".

8. For purposes of implementing this Agreement, date of export from the Republic of India will be used to determine the Agreement year to which textiles and textile products subject to this Agreement will be charged.

9. The Government of India will maintain a control system to regulate its exports of textiles and textile products under the provisions of this Agreement. The Government of the United States of America will admit imports of textiles and textile products subject to limits under the provisions of this Agreement, up to the applicable limits, including adjustments in accordance with paragraphs 11 and 12 below, provided they are authorized by the competent Indian authorities in accordance with the visa and certification systems at Annex "E".

10. (a) Imports from India in excess of applicable limits, as adjusted pursuant to paragraphs 11 and 12 below, in any Agreement year may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States in the succeeding Agreement year. Any shipments in excess of applicable limits for any agreement year will be charged to the applicable limits for the succeeding year pending:

(i) exchange of relevant information between the Government of the United States of America and the Government of India with a view to facilitating the identification of discrepancies, if any, between the data maintained by the Government of the United States of America and the Government of India; and

(ii) consultations as provided for in paragraph 17 below with a view to resolution of the problem, including adjustment of charges to the relevant limits, if necessary.

(b) Pending the conclusion of consultations under sub-paragraph (c) of paragraph 16 below, exports from India in excess of the level referred to in sub-paragraph (d) thereof may be denied entry by the Government of the United States of America.

11. (a) During any Agreement year and within the Group Limit for such Agreement year, if applicable, the Specific Limits set out in Annex "B" applicable to such Agreement year may be exceeded by not more than the percent shown in column E thereof, provided that the amount of the increase in one Specific Limit is compensated for by an equivalent decrease, in terms of square yards equivalent, in another Specific Limit within the same Group. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 12 below.

(b) For purposes of this paragraph, the conversion factor for the merged category 338/339/340 shall be 21.8 square yards equivalent per dozen. Either Government may request, in accordance with the provisions of paragraph 17 below, revisions in the conversion factor for the merged category 338/339/340. Such a request shall be based on a change in the distribution of trade between these categories and the revised conversion factor shall be based on the weighted average of individual conversion factors applicable to these categories. In such an event, the revised conversion factor will be applied beginning in the Agreement year succeeding the one in which the revision is effected.

12. (a) In any Agreement year, in addition to any adjustment pursuant to paragraphs 10 (overshipments) and 11 (swing) above, exports may exceed the Group and Specific Limits set out in Annex "B" applicable for such Agreement year as follows:

(i) by a maximum of 11% of the receiving Agreement year's applicable limits, by allocating to those limits an unused portion, that is shortfall, of the corresponding applicable limits for the previous Agreement year, which will be decreased by the same amount (carryover);

(ii) by a maximum of 6% of the receiving Agreement year's applicable limits, by allocating to those limits a portion of the corresponding applicable limits for the succeeding Agreement year, which will be deducted from the succeeding Agreement year's applicable limits (carry-forward);

(iii) the combination of carryover and carry-forward may not exceed 11% of the receiving Agreement year's relevant applicable limits in any Agreement year.

(b) For purposes of this Agreement, applicable limits are base restraint levels established under the Agreement increased by applicable growth rates.

(c) (i) Unused portions of any applicable group and specific limits for the Agreement year from January 1, 1982 to December 31, 1982 (as covered by the preceding Agreement) mav be carried over and added to the applicable group and specific limits for the Agreement year commencing on January 1, 1983.

(ii) Portions of any applicable group and specific limits for the Agreement year commencing on January 1, 1983 may be carried forward and added to the applicable group and specific limits for the Agreement year from January 1, 1982 to December 31, 1982 (as covered by the preceding Agreement).

(iii) The percentage limits and conditions applicable to (i) and (ii) above will be as set out in sub-paragraph (a) above.

13. (a) The Government of the United States of America shall promptly supply the Government of India with data on monthly imports of cotton, man-made fiber and wool

textiles and textile products into the United States of America from India for categories and groups for which limits are established under this Agreement.

(b) The Government of India shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles and textile products from India to the United States of America for categories and groups for which limits are established under this Agreement.

(c) Each Government agrees to supply promptly any other relevant available statistical data requested by the other Government.

14. Until systems are developed to resolve data discrepancies expeditiously, such discrepancies will be resolved through consultations in accordance with the provisions of paragraph 17 below. In such consultations the date of consignment to the carrier will be taken into consideration.

15. The Government of India will endeavour to ensure that exports of all textiles and textile products under restraint are spaced as evenly as possible during each restraint period, taking into account normal seasonal factors.

16. Exports of textiles and textile products from India to the United States of America in categories listed in Annex "A" to this Agreement and not subject to specific limits are subject to the consultation mechanism set forth below:

(a) In the event that the Government of the United States of America believes that, in relation to exports from India, in any category or categories not subject to specific limits under this Agreement a situation of market disruption or threat thereof has arisen, the Government of the United States of America may request consultations with the Government of India with a view to ameliorating or avoiding such market disruption. The statistics used shall be those recorded in U.S. General Imports.

(b) Any request for consultations made by the Government of the United States of America shall be accompanied by the latest available and relevant specific factual information which, in the view of the Government of the United States of America, demonstrates the existence of a situation of market disruption or the threat thereof and the real and actual role of exports from India in that disruption.

(c) The Government of India shall respond promptly to the request for consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request for consultations.

(d) During the 90 day consultation period if, in the opinion of the Government of the United States of America, imports from India in the category or categories in question would, in relation to market disruption, give rise to damage difficult to repair, the Government of India agrees, if so requested by the Government of the United States of America and without prejudice to the outcome of the consultations, to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35 percent of the amount entered from India, as reported in U.S. General Imports during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made. This amount will be adjusted to exclude trade in items which are exempt from the provisions of this Agreement.

(e) During the consultations the two Governments agree that they shall also take into account the following factors:

(i) the factors listed in paragraph III of "Annex A" of the Arrangement; and

(ii) the provisions of the Arrangement, in particular those of Articles 4 and 6, and the provisions of paragraph 12 of the December 22, 1981 Protocol of Extension.

(f) In the event that consultations do not result in a mutually satisfactory solution within 90 days of the receipt of the request for consultations, the Government of the United States of America may request the Government of India to limit its further exports of the products in the category or categories in question to such a level that exports from the date of receipt of the request for consultations until the end of the Agreement year do not exceed a level prorated as set out in sub-paragraph (g) below. The annual base level shall not be less than the higher of:

(i) the highest level of exports from India to the United States of America in the category or categories in question in any previous calendar year since January 1, 1978; or

(ii) the amount entered from India, as reported in U.S. General Imports, during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made, plus 20 percent for cotton and man-made fiber products and 6 percent for wool products.

The provisions of (i) above will, however, not apply to non-apparel categories. Both (i) and (ii) above will be adjusted to exclude trade in items which are exempt from the provisions of this Agreement. The Government of India agrees that it will honor such a request.

(g) Pursuant to sub-paragraph (f) above, if the Government of the United States of America requests the Government of India to restrain its exports during an Agreement year, the level at which the Government of India may be asked to restrain its exports shall be prorated to correspond to the number of months between the receipt of the request for consultations and the end of that Agreement year.

(h) Pursuant to sub-paragraphs (f) and (g) above, the Government of the United States of America may establish a Specific Limit for the category or categories in question which shall not be less than the level provided for therein.

(i) Swing of 7% for cotton and man-made fiber products and 5% for wool products will be available in the Agreement year in which the Specific Limit is established and in each succeeding Agreement year.

(ii) Any Specific Limit established under the provisions of this sub-paragraph will be eligible for carryover and carryforward in accordance with the provisions of subparagraphs (a) and (b) of paragraph 12, above.

(iii) For the Agreement year following that in which the request for consultations is made, and for each succeeding Agreement year, the annual

base level described in sub-paragraph (f) shall be increased by seven percent annual growth for cotton and man-made fiber products and one percent growth for wool products.

(i) It is agreed that consultations under this paragraph will be approached by both sides in a manner consistent with the principles and objectives of the Arrangement.

17. (a) Either Government has the right to request consultations with the other Government on any matter arising from the implementation or operation of this Agreement or on any matter germane thereto. Such consultations will be governed by the following:

- Any request for consultations will be notified in writing to the other Government;

- The request for consultations will be accompanied by a statement setting out the reasons and circumstances which, in the opinion of the requesting Government, justify the submission of such a request;

- The other Government will respond promptly to the request for consultations;

- Both Governments will enter into consultations with a view to reaching a mutually acceptable conclusion within thirty days of the date on which actual consultations commence.

(b) Any consultations held under these provisions will be approached by both Governments in a spirit of cooperation and with a desire to reconcile the differences between them.

18. In conformity with Article 8 of the Arrangement, the Government of the United States of America and the Government of India shall cooperate to avoid circumvention of this Agreement.

19. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement. For textiles and textile products covered by this Agreement, it is agreed that either of the parties may have recourse to any and all of the provisions of the Arrangement, save that the Government of the United States of America waives its rights under Article 3 of the Arrangement with respect to products covered by this Agreement as long as this Agreement remains in effect.

20. Either Government may at any time propose revisions to the terms of this Agreement having regard to the provisions of the Arrangement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

21. Annexes "A" to "E" shall form an integral part of this Agreement.

22. Either Government may terminate this Agreement effective at the end of any Agreement year by written notice to the other Government to be given at least ninety (90) days prior to the end of the Agreement year.

If the foregoing proposal is acceptable to the Government of India, this note and your Excellency's note of confirmation on behalf of the Government of India[1] shall constitute an Agreement between our two Governments, which shall enter into force on January 1, 1983.

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

For the Secretary of State:

Robert J. Morris[2]

[1] See p. 4638.
[2] Robert J. Morris.

ANNEX "A"

Category	Description	Conversion Factor	Unit of Measure
YARN			
Cotton			
300	Carded	4.6	LB.
301	Combed	4.6	LB.
Wool			
400	Tops and Yarn	2.0	LB.
Man-made Fiber			
600	Textured	3.5	LB.
601	Cont. cellulosic	5.2	LB.
602	Cont. noncellulosic	11.6	LB.
603	Spun cellulosic	3.4	LB.
604	Spun noncellulosic	4.1	LB.
605	Other yarns	3.5	LB.
FABRIC			
Cotton			
310	Ginghams	1.0	SYD.
311	Velveteens	1.0	SYD.
312	Corduroy	1.0	SYD.
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD.
315	Printcloths	1.0	SYD.
316	Shirtings	1.0	SYD.
317	Twills and Sateens	1.0	SYD.
318	Yarn-dyed	1.0	SYD.
319	Duck	1.0	SYD.
320	Other fabrics, n.k.	1.0	SYD.
Wool			
410	Woolens and worsted	1.0	SYD.
411	Tapestries and upholstery	1.0	SYD.
425	Knit	2.0	LB.
429	Other fabrics	1.0	SYD.

M and B = Men's and Boys'
W, G and I = Women's, Girls' and Infants
n.k. = not knit

ANNEX "A"

Category	Description	Conversion Factor	Unit of Measure
Man-made Fiber			
610	Continuous Cellulosic, n.k.	1.0	SYD.
611	Spun cellulosic, n.k.	1.0	SYD.
612	Continuous Non-cellulosic, n.k.	1.0	SYD.
613	Spun Non-cellulosic, n.k.	1.0	SYD.
614	Other fabrics, n.k.	1.0	SYD.
625	Knit	7.8	LB.
626	Pile and tufted	1.0	SYD.
627	Specialty	7.8	LB.
Apparel Cotton			
330	Handkerchiefs	1.7	DZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type Coats, M and B	36.2	DZ.
334	Other Coats, M and B	41.3	DZ.
335	Coats, W G and I	41.3	DZ.
336	Dresses (including uniforms)	45.3	DZ.
337	Playsuits, Sunsuits, Washsuits, Creepers, Rompers, etc.	25.0	DZ.
338	Knit Shirts (including T-shirts, other and Sweatshirts) M and B	7.2	DZ.
339	Knit Shirts and Blouses (including T-shirts, other and Sweatshirts) W, G and I	7.2	DZ.
340	Shirts, n.k.	24.0	DZ.
341	Blouses, n.k.	14.5	DZ.
342	Skirts	17.8	DZ.
345	Sweaters	36.8	DZ.
347	Trousers, Slacks and Shorts (outer), M and B	17.8	DZ.
348	Trousers, Slacks and Shorts (outer), W, G and I	17.8	DZ.
349	Brassieres, etc.	4.8	DZ.
350	Dressing Gowns, Including Bathrobes, and Beach Robes, Lounging gowns, House Coats, and Dusters	51.0	DZ.
351	Pajamas and other nightwear	52.0	DZ.
352	Underwear (including Union Suits)	11.0	DZ.
353	Down and Feather filled Coats, Jackets, Vests M and B	41.3	DZ.
354	Down and Feather filled Coats, Jackets, Vests W, G and I	41.3	DZ.
359	Other Apparel	4.6	LB.

ANNEX "A"

Category	Description	Conversion Factor	Unit of Measure
Wool			
431	Gloves	2.1	DPr.
432	Hosiery	2.8	DPr.
433	Suit-type coats, M and B	36.0	DZ.
434	Other Coats, M and B	54.0	DZ.
435	Coats, W, G and I	54.0	DZ.
436	Dresses	49.2	DZ.
438	Knit Shirts and Blouses	15.0	DZ.
440	Shirts and Blouses, n.k.	24.0	DZ.
442	Skirts	18.0	DZ.
443	Suits, M and B	54.0	DZ.
444	Suits, W, G and I	54.0	DZ.
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.
447	Trousers, Slacks, and Shorts (outer), M and B	18.0	DZ.
448	Trousers, Slacks, and Shorts(outer), W, G and I	18.0	DZ.
459	Other Wool Apparel	2.0	LB.
Man-made Fiber			
630	Handkerchiefs	1.7	DZ.
631	Gloves	3.5	DPr.
632	Hosiery	4.6	DPr.
633	Suit-type Coats, M and B	36.2	DZ.
634	Other Coats, M and B	41.3	DZ.
635	Coats, W, G and I	41.3	DZ.
636	Dresses	45.3	DZ.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	DZ.
638	Knit Shirts (including T-Shirts), M and B	18.0	DZ.
639	Knit Shirts and Blouses (including T-Shirts), W, G and I	15.0	DZ.
640	Shirts, n.k.	24.0	DZ.
641	Blouses, n.k.	14.5	DZ.
642	Skirts	17.8	DZ.
643	Suits, M and B	54.0	DZ.
644	Suits, W, G and I	54.0	DZ.
645	Sweaters, M and B	36.8	DZ.
646	Sweaters, W, G and I	36.8	DZ.
647	Trousers, slacks and shorts (outer), M and B	17.8	DZ.

ANNEX "A"

Category	Description	Conversion Factor	Unit of Measure
	Man-made Fiber (cont.)		
648	Trousers, slacks and shorts (outer), W, G and I	17.8	DZ.
649	Brassieres, etc.	4.8	DZ.
650	Dressing Gowns, including Bathrobes and Beach Robes	51.0	DZ.
651	Pajamas and other nightwear	52.0	DZ.
652	Underwear	16.0	DZ.
653	Down and Feather-filled coats, jackets, vests, M and B	41.3	DZ.
654	Down and Feather-filled coats, jackets, vests, W, G and I	41.3	DZ.
659	Other apparel	7.8	Lb.
	MADE-UPS AND MISC.		
	Cotton		
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.9	No.
363	Terry and Other Pile Towels	0.5	No.
369	Other Cotton Manufactures	4.6	Lb.
	Wool		
464	Blankets and Auto Robes	1.3	Lb.
465	Floor Coverings	0.1	SFt.
469	Other Wool Manufactures	2.0	Lb.
	Man-made Fiber		
665	Floor Coverings	0.1	SFt.
666	Other Furnishings	7.8	Lb.
669	Other Man-Made Manufactures excluding Luggage, Handbags and Flat Goods, wholly or in part of Braid; other Man-made Fiber Handbags; other Man-made Fiber luggage; and other Flat goods of Materials other than cotton.	7.8	Lb.

ANNEX "B" RESTRAINT LEVELS

(A) CATEGORY/GROUP NUMBER	(B) PRODUCT DESCRIPTION	(C) BASE LEVEL FOR FIRST AGREEMENT YEAR	(D) Growth	(E) Swing
Group I	Yarns, fabrics, made-up goods and miscellaneous textile products of cotton, wool and man-made fiber (categories 300-320, 360-369, 400-429, 460-469, 600-627, 660-669).	--	--	--
363	Terry and other Pile Towels.	15,000,000 (No)	7%	--
Group II	Apparel products of cotton, wool and man-made fibers (categories 330-359, 431-459, 630-659)	100,000,000 (Square Yards Equivalent)	7%	--
335	Coats, Women's, Girls' and Infants'	130,000 (DOZ)	6%	6%
336	Dresses	235,895 (DOZ)	7%	7%
338/339/340	Knit Shirts, Men's and Boys', Women's, Girls' and Infants'. Men's and Boys' Shirts not knit	1,065,780 (DOZ)	3%	6%
341	Women's, Girls' and Infants' Blouses, not knit	2,332,595 (DOZ)	3%	5%
342	Skirts	310,866 (DOZ)	6%	7%
347/348	Trousers, Men's and Boys', Trousers, Women's, Girls' and Infants'	200,000 (DOZ)	7%	7%

ANNEX "C"

1. The exemption provided for in paragraph 6 of the Agreement shall apply only to the following products:

(a) Handloom fabrics of the cottage industry of India.

(b) Hand-made textile products made in the cottage industry of India from fabrics referred to in (a) above.

(c) Hand-made apparel products made in the cottage industry of India from fabrics referred to in (a) above.

(d) Traditional folklore handicraft textiles products made in the cottage industry of India as defined in the list of "India Items" agreed between both the parties and attached herewith at Annex "D".

2. Exemption shall be granted only for products covered by an exempt certificate issued by the competent Indian authorities in accordance with the visa and certification systems agreed to between the two parties and attached to this Agreement at Annex "E". However, for the duration of the current Agreement, exports of products, referred to in paragraph 1(c) above will be included in the quantitative limits established under the Agreement.

ANNEX "D"

AGREED LIST OF TRADITIONAL FOLKLORE HANDICRAFT TEXTILES PRODUCTS OF INDIA - "INDIA ITEMS"

Head Note

"India Items" are traditional folklore handicraft textiles products made in the cottage industry. They comprise clothes, clothing accessories and decorative furnishings whose shape and design are traditionally and historically Indian.

These products should not include zip fasteners and must be ornamented in the characteristic Indian folk styles using one of the following methods:

(a) handpainting (including Kalamkari) or handprinting or handicraft tie and dye or handicraft Batik,

(b) embroidered or crochetted ornamentation,

(c) applique work of sequins, glass or wooden beads, shells, mirrors or ornamental motif of textile and other materials,

(d) extra weft ornamentation of cotton, silk, zarī (metal thread in gold/silver) wool or any other fibre yarn.

Exceptions: Churidar pyjama, salwar and gararra need not be ornamented.

DEFINITIONS

1. Kurta	A loose, almost straight cut tunic of any length from the hips to the ankles with quarter, half or full length narrow or loose sleeves, with or without buttons at the neck or cuff but without out-turned shirt-style cuffs or out-turned shirt collar.
2. Churidar Pyjama or Churidar set	A pair of trousers, loose at waist, with either draw string or hooks and tapering tight fit from mid-calf to ankle. It is traditionally a Moghul costume worn by Indian women since the 16th century along with a Kurta and Dupatta (an oblong scarf).

3.	Jawahar Jacket	A loose-fitting coat or vest of waist or hip length with or without buttons traditonally worn over kurtas or kameez by men and women.
4.	Pherron	A full-length loose dress with long loose sleeves. Intricate embroidery depicting floral designs is done around the neck of this costume.
5.	Angharkha	A traditional garment extending from the neck to knee length or below with long sleeves but no out-turned collar. It has a full frontal opening with decorative string or ribbon used as closures at the sides or centre. This garment can be of quilted material also.
6.	Bagal Bandini	A garment similar to Angharkha, hip length or longer, with a wrap-around effect and tied at the sides.
7.	Ghagra/ Lahnga	An ankle length very wide skirt with draw-string or hooks at the waist.
8.	Pavadai	An ankle-length gathered skirt, often in two-piece ensemble, as an accessory worn with sari or Dupatta.
9.	Choli	A short blouse ending at or above the waist, with or without sleeves, without an out-turned collar.
10.	Lungi or Lungi set	A long garment worn as a wrap around the lower half of the body, with or without a Kurta, or a loose fit blouse or a choli.
11.	Salwar	Loose-fitting trousers secured with drawstring or hooks, with legs that are straight or baggy with extra fullness at the thighs.
12.	Gararra	A trouser, straight from waist to knee, and shaped like a gathered skirt below the knee.
13.	Dupatta	A scarf usually about 4 ft. long, wrapped by women along with Kurta and Churidar. This also includes other types of scarves worn in varied sizes, the characteristics being the same as above.

14.	Ohdhani	An oblong cloth about 6 to 7 ft. long and 3 to 4 ft. wide with overall embroidery or a woven jacquard weave with traditional designs like himroo shawl or made-up of a fabric decorated with cotton/silk/zari or any other fiber yarn used to cover the body.
15.	Chola	An ankle length, loose-fit, long Kurta traditionally worn by religious priests.
16.	Safa	Headwear made up of printed or embroidered fabrics.
17.	Aba	An over-garment close-fit at the upper part with a Ghagra type skirt touching the ankles.
18.	Burka	Loose-fitting over-garment worn by Muslim women which covers the head and extends to the ankles.
19.	Jama	A coat, close-fitting above the waist, long-sleeved and with a full gathered skirt. The coat has a sloping cross-over neckline fastened near the armpit but no out-turned collar.
20.	Patka	A long traditional stole with Indian designs ornamented with art work of various types.
21.	Tamba/ Tambi	Loose-fit trousers usually worn in North India.
22.	Thailis	Totebags, purses, pouch bags and similar accessories to traditional Indian dresses.
23.	Toran	A long embroidered strip of cloth elegantly embroidered with plain or applique work embroidery, used for decorating the entrance doors of Indian residences. This represents a wide variety of fine embroidered pieces connected with folk art, particularly from Kathiawar in Gujarat (West Coast of India).
24.	Phulkari	Decorative, embroidered, rough-spun cotton fabric with close darning stitch employed with strands of untwisted silk to make the flower-like embroidery.

25.	Thombai	Cylindrical hanging with hand-made applique work of hand-printed/hand-painted/hand-embroidered fabrics. These are traditionally used in South Indian temples as decorative hangings from ceilings or in doorways for gala affairs.
26.	Puri Chatta	Flat, highly decorative umbrella with applique work.
27.	Gabba	Embroidered floor covering using waste rags. Usually embroidered or made in applique work on old woolen blankets or jute base with cotton backing peculiar to Kashmir region.
28.	Shamiana	Canopy or awning used as ceiling decoration.
29.	Kalamkari	Hand painted/printed (wax resist) wall pieces depicting mythological characters.
30.	Chakla	Wall hangings with folk embroidery, with or without mirror work, framed or unframed. The stitches are interspersed and interplaced.
31.	Batik wall pieces	Wall hangings made of cotton fabrics hand painted with batik technique. The designs are usually mythological narrations.
32.	Chahdani Posh	A protective covering used normally in rural areas to keep tea or coffee pots warm.
33.	Takia Gilaf	A cushion cover in oblong, square, round or other shape using indigenous materials and motifs.
34.	Ghandai/ Gaddiposh	A decorative floor covering also used sometimes as cover on wooden Takhat (sort of Divan).
35.	Temple Hangings	Made of hand woven, hand-painted/print traditional textiles with Indian motifs.
36.	Gulubahdk	Traditionally decorative piece of cloth worn around the neck, with Indian traditional art work.
37.	Kamar-bandh	Traditional decorative item worn round the waist.
38.	Matha-patti	A decorative piece used to decorate the forehead in varying lengths and widths.
39.	Bazuband	A decorative piece worn round the arm.

ANNEX "E"

Visa and Certification Systems

1. Each shipment of textiles and textile products subject to the terms of the Agreement and not covered by paragraphs 2 or 3 below shall be visaed by the Government of India with a circular shaped stamp (the "Visa") before entry, or withdrawal from warehouse, for consumption into the United States ("Entry").

2. Any shipment of handloom fabric, hand-made handloom made-up articles, "India Items " as included in Annex "D" of the Agreement, or shipments valued at $250 or less, and not covered by paragraph 3 below, shall be certified by the Government of India with a rectangular shaped stamp (the "Exempt Certification") prior to the shipment leaving India. The basis of exemption shall be stated on the Exempt Certification by use of the description "Handloom fabric", "hand-made handloom made-up articles", "$250 or less", or the name of a particular item included in Annex "D" of the Agreement.

3. Merchandise in TSUSA numbers 360.06, 360.10, 360.15, 360.76, 360.78, 361.42, 361.45 and 361.54 as well as merchandise for the personal use of the importer and not for resale does not require a visa or certification for Entry and shall not be charged to Agreement levels.

4. A shipment shall be visaed or certified by the placing of original stamped markings (the Visa or Exempt Certification) in blue ink on the front of the invoice (Special Customs Invoice form 5515, successor document, or commercial invoice when such form is used). Each Visa and Exempt Certification will include its number and date and the signature of the issuing official. Each Visa shall also state the correct categories and quantities in the shipment in applicable categories and units. Invoices for merchandise covered by the Exempt Certification shall not include any merchandise that is not covered by paragraph 2 above. Attachments I and II are mutually agreed facsimilies of the Visa and Exempt Certification stamps. Any amendments to these stamps will be by mutual agreement.

5. The Government of India shall provide the Government of the United States of America each month with a list of all shipments certified exempt by the Government of India during the previous month. The list shall contain the following information for each shipment: categories, description of items, units, quantities and value.

ANNEX "E"

(cont.)

6. The Government of the United States of America shall publish a notice in the Federal Register regarding the visa and certification systems hereby established. The Visa and Exempt Certification stamped markings and the issuing officials' signatures in use on December 31, 1982 will continue in use. The Government of India shall notify the Government of the United States of America of any changes of authorized officials and will provide originals in duplicate of the newly authorized officials' signatures. A minimum number of officials shall be so authorized.

7. Any shipment which is not accompanied by a Visa or Exempt Certification in accordance with the foregoing provisions shall be denied Entry by the Government of the United States of America on and after January 1, 1983, unless the Government of India specifically authorizes Entry and appropriate charges to Agreement levels. The foregoing notwithstanding, if the quantity indicated on a Visa or Exempt Certification is more than that of the shipment, Entry shall be permitted. Textile and apparel products visaed or certified for exemption in accordance with the previous Administrative Arrangement which have been exported to the United States prior to January 1, 1983 shall not be denied Entry.

GOVERNMENT OF INDIA
TEXTILE VISA
CATEGORY
QUANTITY
GRI No.
SIGNATURE
TITLE
No.
DATED

GOVERNMENT OF INDIA

EXEMPT CERTIFICATE

DESCRIPTION

G R I N.o.....

SIGNATURE.....

TITLE.....

No:..... DATED.....

The Indian Ambassador to the Secretary of State

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No.COM/105/2/82

December 21, 1982

Excellency,

I have the honour to refer to your note dated December 21, 1982, regarding the Arrangement relating to international trade in textiles done at Geneva on December 20, 1973, and extended by the Protocol adopted on December 22, 1981, at Geneva, and the Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the United States of America and India for the period January 1, 1983 through December 31, 1986.

2. I am to confirm on behalf of the Government of India that the note mentioned above, and the text of the annexures which are appended to that note, correctly set out the terms of the Indo-US Bilateral Textile Agreement for the period January 1, 1983 through December 31, 1986.

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

For the Ambassador of India

Nareshwar Dayal

(Nareshwar Dayal)
Minister of the Embassy

His Excellency
Hon'ble Mr. George Shultz,
Secretary of State,
Washington D.C.

CZECHOSLOVAK SOCIALIST REPUBLIC

Aviation: Transport Services

Agreement amending and extending the agreement of February 28, 1969, as amended and extended.
Effected by exchange of notes
Dated at Washington December 29 and 30, 1982;
Entered into force December 30, 1982.

The Embassy of the Czechoslovak Socialist Republic to the Department of State

EMBASSY OF THE CZECHOSLOVAK SOCIALIST REPUBLIC

December 29, 1982

The Embassy of the Czechoslovak Socialist Republic presents its compliments to the Department of State of the United States of America and, referring to the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America signed at Prague on February 28, 1969, as amended,[1] as well as taking into consideration proposals mentioned in the Aide-Memoire transmitted by the Department of State, dated December 7, 1982,[2] has the honour to state the following:

I. The designated airline of the Czechoslovak Socialist Republic will, by December 31, 1982, pay U.S. dollars 532,000 to the United States designated airline as payment toward its sales obligation for 1981 and 1982. After actual net interline sales for 1982 are determined, any difference between that amount and the sales requirement for 1982 will be added to or subtracted from the net interline sales requirement of the Czechoslovak designated airline for 1983.

II. For the purpose of facilitating air transport relations for a temporary period the Government of the Czechoslovak Socialist Republic has the honour to propose to the Government of the United States of America the extension of the Agreement for a period of one year from January 1, 1983 through December 31, 1983 provided that:

[1] TIAS 6644, 7356, 7881, 8868, 9935, 10269; 20 UST 408; 23 UST 909; 25 UST 1470; 29 UST 1071; 32 UST 4167; 33 UST 3924.
[2] Not printed.

1. With regard to the present volume of traffic needs between the Czechoslovak Socialist Republic and the United States of America, the Czechoslovak designated airline shall be permitted to operate two frequencies per week during all of 1983; and the Czechoslovak designated airline will sell, during the course of 1983, U.S. dollars 1,400,000 in net interline sales for services offered anywhere in the world by the U.S. designated airline. The term "net interline sales" refers to total interline sales for services minus any commissions paid or to be paid to agents for making such sales.

2. The Government of the Czechoslovak Socialist Republic shall allow, acting through the Federal Ministry of Transport, United States airlines to operate charter passenger air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used.

3. The Czechoslovak designated airline may, upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flights between the two countries.

4. The charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.

5. The words "six months" in Article XIV of the Agreement shall be replaced by the words "thirty days".

TIAS 10625

77-975 O - 88 - 26

If this note is acceptable to the Government of the United States of America, the Government of the Czechoslovak Socialist Republic has the honour further to propose that this note and reply of the Government of the United States of America to that effect constitute an agreement between the two governments extending the above-mentioned Air Transport Agreement, as amended, from January 1, 1983 through December 31, 1983. The agreement to extend shall enter in to force on the date of your reply.

The Embassy of the Czechoslovak Socialist Republic avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

Department of State
Office of Aviation
Washington, D. C.

No.: 3.689/82

The Department of State to the Embassy of the Czechoslovak Socialist Republic

The Department of State acknowledges receipt of Note Number 3.689-82 of December 29, 1982, from the Embassy of the Czechoslovak Socialist Republic, the text of which follows:

[For the text of the Czech note, see pp. 4640-4642.]

The Department of State confirms that the Government of the United States accepts this proposal and agrees that your note and this note in reply shall constitute an agreement between our respective governments which shall enter into force upon the date of this note.

Department of State,

Washington, December 30, 1982

MULTILATERAL

Safety of Life at Sea, 1974

Proces-verbal of rectification to the convention of November 1, 1974.
Done at London December 22, 1982.

International Convention for the Safety of Life at Sea, 1974

Convention internationale de 1974 pour la sauvegarde de la vie humaine en mer

PROCES-VERBAL OF RECTIFICATION/ PROCES-VERBAL DE RECTIFICATION

Whereas an International Convention for the Safety of Life at Sea was done at London on 1 November 1974[1] and is deposited with the Secretary-General of the International Maritime Organization; and

Attendu qu'une Convention internationale de 1974 pour la sauvegarde de la vie humaine en mer a été faite à Londres le 1 novembre 1974 et qu'elle est déposée auprès du Secrétaire général de l'Organisation Maritime Internationale;

Whereas certain errors have been discovered in the original signed copy of the said Convention and brought to the notice of Signatory and Contracting Governments; and

Attendu que certaines erreurs ont été relevées dans l'exemplaire original signé de ladite Convention et portées à l'attention des Gouvernements Signataires et des Gouvernements contractants;

Whereas all these Governments have agreed to the following errors being corrected as indicated hereunder:

Attendu que tous ces gouvernements ont approuvé la correction de ces erreurs, il est apporté les rectifications ci-après :

[1] TIAS 9700; 32 UST 47.

INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

English Authentic Text

(All references relate to the text of the Convention as it appears in the certified true copy)

Chapter I

Page 10	Regulation 6	line 3	- delete "country in which" and insert "State whose flag"
			- delete "registered" and insert "entitled to fly"
		line 4	- delete "country" and insert "State"
Page 11	Regulation 7(b)(iii)	line 7	- insert "or renewals" after "repairs"
Page 14	Regulation 13	line 6	- delete "country in which" and insert "State whose flag"
			- delete "registered" and insert "entitled to fly"
	Regulation 14(c)	line 2	- delete "country in which it is registered" and insert "State whose flag it is entitled to fly"
Page 15		line 4	- delete "country" and insert "State whose flag it is entitled to fly or"
			- delete "registered or is"
	(d)	line 3	- delete "country in which it is registered" and insert "State whose flag it is entitled to fly"
		line 4	- delete "country" and insert "State"
Page 16	Regulation 19	line 11	- delete "country in which" and insert "State whose flag"
			- delete "registered" and insert "entitled to fly"

Chapter II-1

Page 18	Regulation 1(b)(ii)	line 2	- insert "on or" after "construction"

Chapter II-2

Page 61	Regulation 5(b)(ii)(2)	-	insert "delivering at least the two required jets of water. These fire pumps shall be capable of" after "capable of"
Page 77	Regulation 20(b)(ii)(6) lines 1 and 2	-	delete "Public spaces containing furniture and furnishings of restricted fire risk."
Page 81	Table 2 (12) column 12	-	delete "A-0" and insert "A-0[1]"
Page 84	Regulation 21(a) line 1	-	delete "in" after "and"
Page 89	Regulation 26(b)(ii) line 2	-	delete "to" and insert "of"

Chapter III

Page 132	Regulation 1(c) line 9	-	delete "this" and insert "that"
Page 136	Regulation 6(c) line 1	-	delete "measure" and insert "measured"
Page 159/160	Regulation 35(b)(i)(2) line 2	-	delete semi-colon and insert a stop after "on board"
		-	convert the whole of the clause beginning with "provided" into a separate paragraph and insert "Provided" in place of "provided". (The resulting lay-out should be as in (a)(i) of this Regulation)

Chapter V

Page 190	Regulation 10(e) line 1	-	delete "International"
	line 2	-	delete "with regard" and insert "of law relating"

Chapter VI

Page 212	Section V(C)(a) line 5	-	delete "Section II" and insert "Section I"
	line 6	-	delete the full stop after "hatchway" and insert "except in the case of linseed and other seeds having similar properties"
Page 213	Section I(A)(e) line 3	-	delete "modules" and insert "modulus"
Page 216	footnote 2 line 2	-	insert "other" after "all"
Page 217	footnote 2 line 2	-	insert "other" after "all"

Now therefore, I the undersigned, Chandrika Prasad Srivastava, Secretary-General of the International Maritime Organization, depositary of the International Convention for the Safety of Life at Sea, 1974, have caused the original text of the Convention to be modified by the corrections indicated above, and initialled in the margin thereof.

Je, soussigné, Chandrika Prasad Srivastava, Secrétaire général de l'Organisation Maritime Internationale dépositaire de la Convention internationale de 1974 pour la sauvegarde de la vie humaine en mer, ai fait modifier le texte original de la Convention en y apportant les corrections ci-dessus indiquées, qui sont paraphées dans la marge.

In witness whereof, I have signed the present Procès-Verbal at the Headquarters of the Organization this 22 December 1982 in a single copy which shall be kept in the archives of the Organization with the original signed copy of the International Convention for the Safety of Life at Sea, 1974.

En foi de quoi, j'ai signé le présent procès-verbal au siège de l'Organisation le 22 décembre 1982 en un seul exemplaire original, lequel sera conservé dans les archives de l'Organisation avec l'exemplaire original signé de la Convention internationale de 1974 pour la sauvegarde de la vie humaine en mer.

A certifed copy of this Procès-Verbal shall be communicated to each Government which has signed or acceded to the aforementioned Convention.

Une copie certifiée conforme du présent procès-verbal sera communiquée à chacun des Gouvernements qui ont signé ladite Convention ou y ont adhéré.

Certified copy of the Procès-Verbal of Rectification dated 22 December 1982 the original of which is deposited with the International Convention for the Safety of Life at Sea, 1974, in the archives of the Organization.

Copie certifiée conforme du procès-verbal de rectification en date du 22 décembre 1982, dont l'original est conservé avec la Convention internationale de 1974 pour la Sauvegarde de la vie humaine en mer, dans les archives de l'Organisation.

For the Secretary-General

Pour le Secrétaire général

London,
Londres, le 10. I. 1983

TIAS 10626

MADAGASCAR

Agricultural Commodities

Agreement signed at Antananarivo December 28, 1982;
Entered into force December 28, 1982.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of Madagascar agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the P. L. 480 Title I[1] Agreement signed August 19, 1981,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Rice	1983	11,000	3.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC) - Twenty (20) years.

A. Initial payment - None;

B. Currency use payment - Five (5) percent for Section 104 (A) purposes;

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10218; 33 UST 3145.

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

G. Continuing interest rate - Four (4) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1983	107,000

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are for rice -- rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

A. The Government of the Democratic Republic of Madagascar agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following

self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Republic of Madagascar agrees to undertake the activities of Items V and VI of Part II of this agreement and in doing so to provide adequate financial, technical and managerial resources for their implementation, as can be financed by the sales proceeds.

1. Continue to support improved food production, particularly rice, through efforts to:

   (A) Increase the quantity of fertilizers available to small producers by inter alia improving the distribution system. Reinforce and expand the extension system to promote wider acceptance and better utilization of fertilizers.

   (B) Increase the supply and distribution of small agricultural implements including plows, hoes, harrows, weeders and sprayers to farmers through existing distribution systems including the Fokonolona; and creation of new distribution systems as appropriate.

   (C) Increase support necessary for completion of repairs and rehabilitation of irrigation canals and structures serving 40,000 Ha over an eighteen (18) month period.

2. Increase support for micro-development projects selected, planned and implemented by participating members at the Fokonolona levels with emphasis on their efforts to improve construction/maintenance of storage facilities and improvement/construction of village water supply systems. At least forty (40) Fokontany will be targeted to receive benefits by August 1984.

3. Increase support for micro-hydrological projects executed with the participation of communities at the Fokonolona levels with emphasis on construction of small irrigation dams and structures and installation of small-scale irrigation/water control systems. A minimum of one hundred fifty (150) micro-hydrological projects will be completed within twelve (12) months.

4. Improve access to isolated agricultural areas, and areas with strong agricultural potential through construction/rehabilitation of roads and bridges. Particular emphasis will be directed to those areas where lack of access or deterioration of access has contributed to shortages of commercially available domestic production.

5. Increase support for rural health projects in agricultural areas. Establish/reconstruct, equip and make operational small medical facilities where need is perceived to stem rural exodus.

C. Use of Sales Proceeds:

1. The Government of the Democratic Republic of Madagascar agrees to deposit Malagasy Francs (FMG) proceeds from the sale of commodities in a special account. The amount of proceeds must be equivalent to the amount of credit provided by CCC converted to FMG at the most favourable exchange rate available to foreign governments.

2. The Government of the Democratic Republic of Madagascar agrees to release such sales proceeds from the special account for the purposes outlined in Item V, Self-Help measures, and for such other agricultural and rural development purposes as may be agreed upon with the Government of the United States of America.

3. The Government of the Democratic Republic of Madagascar and the Government of the United States of America agree to convene twice each year to: consult on the agreed purposes for which the sales proceeds generated under this agreement will be used; review actual disbursements from special account and physical progress against benchmarks; and discuss such other matters as may be agreed.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the Government of the Democratic Republic of Madagascar from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Madagascar to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of Madagascar's people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Antananarivo, in duplicate, the twenty-eighth day of December, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FERNANDO ENRIQUE RONDON

AMBASSADOR

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

PASCAL RAKOTOMAVO

MINISTRE AUPRES DE LA PRESIDENCE CHARGE DES FINANCES

MAURITIUS

Agricultural Commodities

Agreement signed at Port Louis December 30, 1982;
Entered into force December 30, 1982.
With minutes of negotiation.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND THE GOVERNMENT OF MAURITIUS
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Mauritius agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the June 29, 1979 Agreement [1] together with the following Part II.

Part II PARTICULAR PROVISIONS:

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (US FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
RICE	1983	8,700	2.5
WHEAT FLOUR	1983	4,200	1.0
		TOTAL	3.5

Item II. Payment Terms:

Dollar Credit (DC) - Twenty (20) years

(A) Initial payment - five (5) percent;

(B) Currency use payment - five (5) percent for Section 104(A) purposes;

(C) Number of installment payments - nineteen (19);

(D) Amount of each installment payment - Approximately equal annual amounts;

(E) Due date of first installment payment - two (2) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate - three (3) percent;

(G) Continuing interest rate - four (4) percent.

[1] TIAS 9541; 30 UST 6080.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (US FISCAL YEAR)	USUAL MARKETING REQUIREMENTS (METRIC TONS)
RICE	1983	60,000
WHEAT/WHEAT FLOUR (GRAIN EQUIVALENT BASIS)	1983	63,700

Item IV. Export Limitations:

(A) The Export Limitation Period: The export limitation period shall be the United States Fiscal Year 1983 or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which Export Limitations apply: For the purpose of Part I, article III (A) (4) of this Agreement, the commodities which may not be exported are: For rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, bulgur, or the same products under different names.

Item V. Self-Help Measures:

(A) The Government of Mauritius agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to the development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Mauritius will undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Diversification, 5 year program. (Estimated Budget FY 83, Pending).

(A) Organization of a livestock census to establish the present status of the country's livestock population and to identify its potential for development in the medium term. This census is expected to be started in mid-1983 and would take about 2 months.

(B) Planting of uncommitted Crown Lands to food crops. Scheduled to start in 1983.

(C) Setting up a livestock transit station at La Ferme. Construction plans and tender documents to be ready by end of 1983.

(D) Renewing the stock of animals reared on government breeding stations. To start in 1983.

(E) Reorganizing the Government Veterinary Service to make it more mobile and accessible to breeders. To start in 1983.

(F) Increasing the efficiency of the existing irrigation network through the improvement of existing feeder canals. To start in 1983.

(G) The improvement of small-scale irrigation projects. Action will be initiated to bring under irrigation the following areas for fruit and vegetable cultivation: Plaisance North, 66HA; Trou D'Eau Douce, 21HA; Belle Mare, 364HA; Arsenal, 25HA; Pointe Aux Caves, 25HA; Riche Terre, 30HA.

(H) Extending guarantee price schemes and storage facilities for a large number of food crops. Studies will be carried out to cover the following crops in 1983: ginger, groundnuts, peas, dried chillies, coriander seeds and tamarin.

2. Sericulture. To encourage small scale production of silkworm cocoons. Activities include the maintenance of mulberry plantations and the purchase of cocoons and herbicides. 82/83 Estimated budget: MR 550,000.

3. Livestock Breeding Centers. To provide young stock to animal breeders. Activities include the maintenance and rearing of parent stock on three livestock breeding stations and one poultry station. MR 9,500,000.

4. Subsidization of Cattle Feed. To subsidize the cost of concentrate feed to small cow-keepers. Activities include the purchase and distribution of feed. MR 400,000.

5. Milk Production and Processing Experimental Station. To provide young breeding stock to animal breeders. Activities include the maintenance of one livestock breeding station. MR 3,000,000.

6. Fisheries Development. To develop the fisheries sector. Activities include protection service, research and experimentation and equipping the research vessel. MR 1,300,000.

7. Schemes of Development Bank of Mauritius (DBM). To assist small planters/entrepreneurs and to encourage young, educated unemployed to undertake small scale industrial and agricultural activities. MR 5,000,000.

8. Irrigation Authority: Subsidy to small planters and tenants. To subsidize irrigation dues of small planters and thus encourage them to crop their land more intensively. MR 4,400,000.

9. Subsidy on Foodcrops--Potatoes. To encourage production of potatoes so as to reduce import of staples and thus improve balance of payments. MR 9,000,000.

10. Cooperative Food Crop Production Centers. For more intensive agricultural production on a cooperative basis. MR 15,500,000.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

(A) The proceeds accruing to the Government of Mauritius from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for development in the agriculture and rural development sectors, in a manner designed to increase the access of the poor in Mauritius to an adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Mauritian people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Port Louis in duplicate this 30th day of December 1982.

FOR THE GOVERNMENT OF MAURITIUS	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
BY: Paul Raymond Berenger	BY: Robert C. F. Gordon
TITLE: Minister of Finance	TITLE: American Ambassador
SIGNATURE:	SIGNATURE:

Minutes of the Negotiating Meeting
Between the Parties to the Proposed
P.L. 480 Title I, [1] FY 1983, Agricultural
Commodity Sales Agreement

Date: 23 December, 1982 10:30 hours

Place: Ministry of Finance, Port Louis, Mauritius

Participating:

For the Government of Mauritius:

Mr. R. Maugendre	Permanent Secretary, Ministry of Commerce and Industry
Mr. D. Manna	Principal Assistant Secretary, Ministry of Finance
Mr. P. Ujoodha	Economist, Ministry of Economic Planning and Development

For the Government of the United States of America:

Mr. Robert Kidd	Assistant Regional P.L. 480 Officer U.S. Regional Economic Development Service Office, Nairobi
Mr. M. D'Andrea	Economic and Commercial Officer, American Embassy, Port Louis
Mr. S. Jathoonia	Assistant to Economic and Commercial Officer, American Embassy, Port Louis

Negotiating Minutes

1. The export market value of U.S. $3.5 million specified in Part II, Item I may not be exceeded. If commodity prices increase over those used in Part II of the proposed agreement, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. However, should actual prices be lower at the time of purchase, the GOM may purchase up to maximum export market value.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. In order to expedite implementation of this agreement, GOM is encouraged to make an early request through their Embassy in Washington, for the Purchase Authorization (PA). The GOM is also encouraged to open letters of credit promptly for both commodities and freight after the Purchase Authorization is issued, commodity is purchased and vessel booked. Ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities or ocean freight are not available at time of loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges). If a purchasing team is needed to handle commodity purchasing arrangements, it should be developed at an early date to assure its timely arrival in Washington. With further reference to Letter of Credit:

-- (A) The GOM must open Letters of Credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or in U.S. Dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

-- (B) Where the ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

3. Under the provisions of Public Law 480 (Section 103, paragraph O), the importing country is informed that the U.S. must take steps to assure that the United States obtains a fair share of any increases in commercial purchases of agricultural commodities by the purchasing country on competitive terms.

4. The Government of the United States insists that in the use of the resources made available through this agreement that (1) specific emphasis should be placed upon the implementation of the self-help measures of the agreement so as to contribute directly to development progress in the rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture; and (2) the use of the sales proceeds will be for purposes which directly improve the lives of the poorest people and their capacity to participate in the development of their own country. Particular attention is to be given to assisting small farmers by providing incentives to increase food

production.

5. The Government of Mauritius accepts responsibility for (a) quarterly compliance reporting on progress in meeting the usual marketing requirements (UMR) of the agreement; (b) arrival and shipping information reporting; (c) progress reports on implementing self-help measures (reports to be submitted to American Embassy not later than 15 November); and (d) report the use of sales proceeds, to include annual certified report on the amounts of local currency sales proceeds used for economic development purposes. This provision is in complaince with Part I, Article II (F) of the basic agreement of June 29, 1979.

6. The Government of Mauritius is advised that at least 50 percent of commodities purchased under the proposed Agreement must be moved on U.S. flag vessels if available at fair and reasonable rates.

7. If the Invitation for Bids (IFB) which is used by GOM requires a performance bond, the requirement must be fair to both buyer and seller. The United States Department of Agriculture has developed performance bond language which satisfies these concerns and which may be used in commodity Invitations for Bids.

8. Under current regulatory and legislative requirements the GOM is reminded that:

-- (A) Purchase of food commodities under the Agreement must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opend in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

-- (B) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

-- (C) If the GOM nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOM is required to notify the General Sales Manager, FAS, USDA, in writing of such nomination and attach a copy of the proposed agency Agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA, in accordance with regulatory standards

designed to eliminate certain potential conflicts of interest.

9. Commodities have been made available under the proposed agreement only after the U.S. Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in substantial disincentive to or interference with domestic production or marketing. Should either of these two conditions change, the GOM and U.S. Embassy have the responsibility to so report in order to reschedule commodity arrivals.

10. The parties agreed that the Currency Use Payment (5%) for the 1982 Agreement, now due, would be paid in Rupees at the same exchange rate used for the Initial Payment (5%) for the same agreement. The U.S. Embassy will confirm its Note No. 124 to the Ministry of External Affairs, November 9, 1982, immediately upon endorsement of this proposed action by the Department of State, Washington, D.C. For purposes of the FY 1983 Agreement, the 5% Currency Use Payment will be based upon the rate of exchange in effect on the date the U.S. Embassy, Port Louis, presents the request for the Currency Use Payment.

Initialled.

For the Government of Mauritius

By: Paul Raymond Berenger
Title: Minister of Finance
Initials: PRB

Date: December 30, 1982

For the Government of the United States

By: Robert C.F. Gordon
Title: American Ambassador
Initials: RCFG

Date: December 30, 1982

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo December 11, 1982;
With memorandum of understanding;
Entered into force December 11, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed September 28, 1977, [1] together with the following Part II.

PART II. Particular Provisions

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value Dols. (Millions)
Corn/Sorghum	1983	120,000	$11.7
Soybean/Cottonseed Oil	1983	14,000	6.3
Total			$18.0

ITEM II. Payment Terms:

Convertible local currency credit (CLCC)

a. Initial Payment - None

[1] TIAS 8944; 29 UST 2378

b. Currency Use Payment - Two and one-half (2 1/2) percent for section 104(a) purposes

c. Number of Installment Payments - Fifteen (15)

d. Amount of Each Installment Payment - Approximately equal annual amounts.

e. Due Date of the First Installment Payment - Six (6) years after date of last delivery of commodities in each calendar year.

f. Initial Interest Rate - Three (3) percent.

g. Continuing Interest Rate - Four (4) percent.

ITEM III. Usual Marketing Table

Commodity	Import Period (United States) Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Feed Grains	1983	67,000 metric tons
Edible Oil	1983	30,000 metric tons of which at least 25,000 metric tons shall be imported from the United States

ITEM IV. Export Limitations:

A. The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the Purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for corn/sorghum - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; and for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

ITEM V. Self-Help Measures:

A. The Government of the Dominican Republic agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Dominican Republic agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

(1) African Swine Fever

(A) Continue efforts in African Swine Fever surveillance. Train specialists, as required, in detection of the disease. Keep diagnostic centers supplied with necessary equipment.

(B) Provide funding for local costs associated with swine repopulation activities.

(2) Agricultural Production

Continue efforts to expand food crop production, with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort the GODR will:

(A) Continue the activities and programs of the Agricultural Bank, working with USAID and the Inter-American Development Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

(B) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on construction programs to expand rural feeder roads.

(C) Continue efforts to improve management of irrigation facilities, including providing training in water resource management to appropriate technicians and managers.

(D) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

(E) Implement programs in soil conservation.

(3) Training

(A) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

(B) Implement training programs for staff level personnel and mid-level management for the execution of resource conservation programs. The USDA, Title XII institutions and/or other international agencies may be used to provide technical assistance for this activity.

(4) Health and Education

(A) Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Provide budget support for: (1) inoculation against prevailing contagious diseases; (2) family planning services; and (3) improvement of rural sanitation and shelter.

(B) Continue to improve access to rural education facilities, including training, curriculum development, and materials production.

(5) Food Security

Improve the monitoring and estimation of crop production by supporting expansion and implementation of the remote sensing for agriculture area sampling project. In support of this project, funds should be provided for local travel, training, and salary expenses for area frame technicians, field enumerators, and clerical support.

(6) P.L. 480 [1] Financial Management

Establish a special account for P.L. 480-generated funds within the appropriate ministry in order to assure proper accounting and efficient dispersal of these funds.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used:

A. The proceeds accruing to the Government of the Dominican Republic from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Dominican people and their capacity to participate in the development of their country.

ITEM VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Santo Domingo, in duplicate, the 11 day of December, 1982.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC:

BY: Salvador Jorge Blanco

TITLE: President

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

BY: John D. Blacken

TITLE: Chargé d'Affaires, a.i.

TIAS 10629

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MEMORANDUM OF UNDERSTANDING

TO ESTABLISH THE OPERATIONAL PROCEDURES FOR THE USE OF THE

PROCEEDS GENERATED UNDER THE PL-480 TITLE I AGREEMENT

Memorandum of Understanding dated December 11, 1982, between the Government of the Dominican Republic (Importing Country) and the United States of America (Exporting Country).

The purpose of this Memorandum is to set out the understandings between the Importing Country and the Exporting Country concerning the relationships and responsibilities of the different agencies of the Importing Country involved in the import and sale of commodities as well as in programming, use and control of the proceeds generated under the PL-480 Agreement executed on September 28, 1977, as amended (The Agreement).

The Importing and Exporting Countries, therefore, agree to the following:

A. The Instituto Nacional de Estabilización de Precios (INESPRE) will deposit through commercial banks all proceeds from the sale or disposition of the commodities under this Agreement in the Special Peso Account established in the Central Bank of the importing country the next working day following the sale or disposition of the commodities but in

no case later than 60 days after the arrival of the commodities to the Importing Country. Any extension of such period must be approved in writing by the Technical Secretariat of the Presidency and A.I.D.

B. INESPRE will inform the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the United States Embassy, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.), in writing: (1) the arrival date and the disposition of the commodities, and the date of deposit in the Central Bank, through the Commercial Banks, of the proceeds from the sale of commodities. This information will include but not be limited to the following documentation: bill of lading, consular invoice, and supplier's invoice; (2) when required by the U.S. Agricultural Attaché (USDA/DR), INESPRE will complete the special form for shipping, arrival, and attesting to the condition of specified PL-480 commodities.

C. INESPRE will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International Development (A.I.D.) in writing, quarterly compliance, shipping and arrival reports required by the agreement in original form. The reporting due dates for compliance reports in question are February 1, May 1, August 1, and November 1.

D. CEDOPEX will provide the Technical Secretariat of the Presidency, the Secretariat of State for Finance, the Central Bank, the U.S. Agricultural Attaché (USDA/DR), and the Agency for International

Development (A.I.D.) in writing a special report covering Dominican exports of certain raw, semi-processed and processed agricultural commodities regardless of country of destination. The commodities and products covered are as follows:

1. All Dominican exports of whole, cracked, rolled, flaked, or ground corn, corn meal, corn oil, grits, bakers grits, grits for beer and corn as a part of an unprepared or a prepared feed ration and all other exports of derivatives of corn.

2. All exports of animal feeds either prepared or unprepared, containing corn, wheat or rice. All human foods prepared or unprepared containing corn, wheat or rice.

3. All exports of vegetable oil as further defined to be soybean oil, cottonseed oil, coconut oil or palm oil.

The report will be delivered by CEDOPEX on the fifteenth of each month beginning with the first fifteenth occurring after the signing of the agreement. The report will cover the just completed 30 days export period.

E. Within the U.S. Embassy, the Office of the Agricultural Attaché shall be contacted directly for problems which fall into the following categories:

1. Commodity information to assist with program determination, including quality, grade and types of grains required.

2. Requested changes in the commodity mix.
3. Arrearages in PL 480 payments involving past programs.
4. Demurrage problems.
5. Preparing and execution of purchase authorizations.
6. Shipping and arrival information.
7. Problems and questions relating to exports of certain products and/or commodities.

F. The Central Bank will inform the Technical Secretariat of the Presidency, the Secretariat of State for Finance, and A.I.D. of all deposits of the proceeds from the sale of commodities and will submit any financial information that A.I.D. might reasonably request.

G. 1. The Technical Secretariat of the Presidency, jointly with A.I.D. will plan and program the use of the proceeds generated under the Agreement. Therefore, in accordance with the terms of Part II, Item VI of the Agreement, it is understood that the Technical Secretariat of the Presidency of the Importing Country will plan and program the use of the proceeds generated under the Agreement and will submit such plan and program for A.I.D. consideration and acceptance. Subsequently and prior to disbursement of the proceeds generated from the sale of the commodities, the Technical Secretariat of the Presidency will submit for A.I.D. acceptance, a detailed plan of each subproject to be financed with the proceeds generated under this Agreement.

2. In addition, by November 15 of each calendar year, the Technical Secretariat of the Presidency will furnish to A.I.D. a detailed report of the progress the Government of the Importing Country is making in carrying out the self-help measures described in Part II, Item V of this Agreement. The Technical Secretariat will also submit to A.I.D. quarterly compliance reports, end-of-project report for each subproject, as well as any other reports that A.I.D. may reasonably request.

H. The Government of the Dominican Republic will:

1. Furnish A.I.D. and USDA/DR such information and reports relating to this Agreement as A.I.D. may reasonably request.

2. Maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to this Agreement. Such books and records will be audited regularly, in accordance with generally accepted auditing standards and maintained for three years after the date of arrival of the commodity, or after the last disbursement of proceeds by the Central Bank, whichever occurs later.

3. Afford authorized representatives of any party to this Memorandum of Understanding the opportunity at all reasonable times to inspect the project sites financed with the proceeds, and all books, records, and other documents relating to this Memorandum of Understanding and the Agreement.

I. To assist the Importing Country in the implementation of the Agreement, the Exporting country may, from time to time, issue Operational Letters that will furnish additional information about

matters stated in the Agreement and this Memorandum of Understanding. The parties may also use jointly agreed-upon Operational Letters to confirm and record their mutual understanding on aspects of the implementation of the Agreement. Operational letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

J. At such intervals as the reporting country or the importing country might deem appropriate, but not less than every six months, will meet to review its accomplishments. This will include the review of the achievements of the goals and targets of the general program and of self-help projects.

K. This Memorandum of Understanding forms an integral part of the PL-480 Title I Agreement of 1983.

L. This Memorandum of Understanding is written in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control. In any case, the Agreement and the Memorandum of Understanding will be signed in both languages.

M. For all purposes relevant to this Memorandum the Importing Country will be represented by the individual holding or acting in the office of the Technical Secretariat of the Presidency or by the individual holding or acting in the office of the Secretary of State for Finance. INESPRE will be represented by the individual holding or acting in the office of the Director of INESPRE; CEDOPEX will be represented by

the individual holding or acting in the office of the Director of CEDOPEX; and the Central Bank will be represented by the individual holding or acting in the office of the Governor of the Central Bank. The Exporting Country will be represented by the individual holding or acting in the Office of the Director, U.S. A.I.D. Mission to the Dominican Republic. Each representative named above, may designate additional representatives for all purposes related to this Memorandum of Understanding. The person acting in the AID/PL-480 Resource Coordinating Unit (ONAPLAN) in the Technical Secretariat of the Presidency will be at the same time the PL-480 Title I Project Coordinator. The designation of this person, who will be named by the importing country, should be acceptable to A.I.D. The names of the representatives of the above Importing Country institutions, with specimen signature will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of the Agreement and this Memorandum, until receipt of written notice of revocation of their authority.

N. A "Self-help Measures Annex A," which describes the activities for which the proceeds from the agreement can be used and Annex B which describes procedures for disbursement for PL-480 Title I Sales Proceeds are attached and form a part of this Memorandum of Understanding. The elements of Annex A can be changed by written agreement of the authorized representatives of the Technical Secretariat of the Presidency and A.I.D.

O. Prior to the disbursement of any of the proceeds generated under the PL-480 Title I agreement for a particular self-help activity, the Technical Secretariat of the Presidency will provide A.I.D. with the specific targets to be used to measure the extent to which the particular self-help activity has been carried out.

IN WITNESS WHEREOF, the undersigned each acting on behalf of their respective Agency, have caused this Memorandum to be signed in five (5) originals on this date of December 11, 1982.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

Ing. Ramón Alburquerque
Technical Secretary of the Presidency

Dr. José Rafael Abinader
Secretary of State for Finance

Lic. Bernardo Vega
Governor of the Central Bank

Ing. José Michelen
Executive Director, INESPRE

Lic. Teófilo Miranda
Director, CEDOPEX

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Philip R. Schwab
Director, USAID Mission
to the Dominican Republic

Marvin Lehrer
Agricultural Attaché
USDA/DR

ANNEX A
Pre-Programming of Generated Funds
Under the FY 1983 PL-480 Agreement

PROJECT	INSTITUTION	AMOUNT IN THOUSANDS RD$	GOALS
Rural Housing Project	INVI	1,500.0	To improve the housing of approximately 3,500 families.
Agricultural and Swine Credit Project	BACRICOLA	5,000.0	To grant credit to approximately 4,600 small and medium size producers of basic crops, as well as livestock activities.
Rural Roads	SEOPC	2,000.0	Construction and reconstruction of 100 Kms. of rural roads.
Hydraulic Works	INDERHI	2,000.0	To benefit 50 groups of rural residents of limited resources and the rehabilitation of the existing irrigation works which will benefit 1,500 families from different areas of the country.
Repair, Installation and Substitution of Irrigation Pumps	IAD	1,000.0	To enlarge the irrigation area by 126,244 tareas through the procurement of irrigation pumps, through which 2,525 families will be benefited. - To provide 44 pumps co 36 "asentamientos" with equal number of cottages.
Vegetal Production and Sanitation	SEA	3,400.0	To construct three quarantine buildings in Puerto Plata co control the bacterial diseases of che products exported and imported by the country.
Rural Sanitation	SESPAS	1,200.0	To concrol and prevent diseases in the rural area which will benefit approximately 3,000 families from the different areas of the country.
Expenses of the Coordinating Unit of AID/PL-480 Funds, Financing of Basic Studies	STP	1,000.0	Follow up PL-480 projects. - Supervise the progress of the implementation and financial disbursements. - Prepare the reports stated in che agreement.
		17,000.0	
Payment to U.S. Embassy (5%)		900.0	
Sub-Total		18,000.00	
Más:			
INESPRE (result of the process of commercialization of products imported under 1983 Agreement.)		11,000.00*	Storage and distribution of agricultural food and products.
TOTAL		29,000.00	

Estimate, subject to revision

ANNEX B

PL-480 Funds

Disbursement Procedures for the Implementing Agencies

1. The Implementing Agency will request to the Technical Secretary of the Presidency, the quarterly disbursement (for the first quarter), attaching a list of the expenditures to be incurred. For subsequent requests it should also attach the documents justifying the previous expenditures.

2. The Technical Secretary of the Presidency will authorize the Central Bank, with the approval of the Agency for International Development (A.I.D.), the disbursement of funds for each individual project. (See Annex B.1.)

3. The Central Bank will deposit in the National Treasury the amount requested.

4. The amount disbursed by the Central Bank will be placed in a special account in the National Treasury, named, "PL-480 Special Fund," within the Budget of the Technical Secretariat of the Presidency.

5. The Technical Secretary of the Presidency will request the disbursement of funds from the National Treasury to the Implementing Agency in accordance with procedures established under Dominican laws.

6. The disbursements will be made through checks issued by the National Treasury to the Implementing Agencies of each project, and such funds will be deposited in a bank account separate from their other resources.

7. Under no circumstance will the procedures indicated in No. 5 and 6 above exceed 10 working days.

ATTACHMENT B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Dear Sirs:

Pursuant to the agreement entered into between the Government of the Dominican Republic and the U.S. Government, acting through the Agency for International Development on _____, it is hereby requested that the amount of RD$_____ be released from the Special Peso Account established in the Central Bank, in accordance with the terms of PL-480, Title I, Agreeement of _____ _____, 19___, and deposited in the Banco de Reservas de la República Dominicana, Account No._____, entitled "_____ _____".

For your information and/or necessary action, we attach a financial statement which shows the financial status of the project, since its inception to date.

Please notify this office once this action has been completed.

Your prompt attention to this matter will be greatly appreciated.

Sincerely,

_____
Technical Secretary of the Presidency

Concur:

_____
A.I.D. Controller

ATTACHMENT B.2

(GODR Agency)

Project Identification

Financial Status as of _____

Previous Expenditures		RD$
Add: Expenditures this Period:		
Budget Line Item	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
Total Expenditures to Date		RD$_____
Advance Accounting:		
Advance Balance for previous period		RD$
Advance received during this period		_____
Sub-Total		RD$
Less: Expenditures this period		_____
Advance Balance available for Next Period		RD$
Advance requested for next period		_____
Advance Balance After This Request		RD$_____

TIAS 10629

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Y EL GOBIERNO DE LA REPUBLICA DOMINICANA

PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del Preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II.

PARTE II. DISPOSICIONES ESPECIALES

PUNTO I. TABLA DE PRODUCTOS:

Productos	Período Entrega (Año Fiscal de Los Estados Unidos)	Cantidad Aproximada (Toneladas Métricas)	Valor Máximo En Mercado Exportación (Millones En Dólares)
Maíz/Sorgo	1983	120,000	$11.7
Aceite de soya/semilla de algodón	1983	14,000	6.3
TOTAL			$18.0

PUNTO II. CONDICIONES DE PAGO:

Credito convertible de moneda local (CCML)

a. Pago Inicial - Ninguno

b. Pago del uso de la moneda - Dos y medio (2 1/2) por ciento para propósitos de la Sección 104 (A).

c. Número de Pagos a Plazos - Quince (15).

d. Cantidad de Cada Pago a Plazos - Aproximadamente iguales cantidades anuales.

e. Fecha de Vencimiento del Primer Pago a Plazos - Seis (6) años a partir de la fecha de la última entrega de productos en cada año calendario.

f. Tasa Inicial de Interés - Tres (3) por ciento

g. Tasa Contínua de Interés - Cuatro (4) por ciento

PUNTO III. CUADRO PARA COMPRAS NORMALES EN MERCADOS COMERCIALES

PRODUCTO	PERIODO DE IMPORTACION (AÑO FISCAL DE LOS EE. UU)	REQUERIMIENTOS NORMALES MERCADEO (TONELADAS METRICAS)
Granos Alimenticios	1983	67,000 toneladas métricas
Aceite Comestible	1983	30,000 toneladas métricas de las cuales por lo menos 25,000 toneladas métricas deberán importarse de los Estados Unidos.

PUNTO IV. LIMITACION DE EXPORTACION:

A. El período de limitación de exportaciones será el año fiscal 1983 de los Estados Unidos, o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo están siendo importados o utilizados.

B. PRODUCTOS A LOS CUALES SE APLICAN LAS LIMITACIONES DE EXPORTACION:

Para los fines del Punto I, Artículo III-A(4) de este Acuerdo, los productos que no podrán ser exportados son: Para maíz - maíz, cebada, grano de sorgo, centeno, avena, y cualquier otro grano alimenticio incluyendo granos mezclados que contengan de forma predominante esos granos; y para aceite de soya/semilla de algodón - todos los aceites vegetales comestibles incluyendo aceite de maní, aceite de soya, aceite de semilla de algodón, aceite de girasol, aceite de ajonjolí, aceite de semilla de nabo silvestre y cualquier otro aceite vegetal comestible o aceite que contenga semillas de las cuales se produzcan estos aceites.

PUNTO V. MEDIDAS DE AYUDA PROPIA

A. El Gobierno de la República Dominicana acuerda llevar a cabo medidas de ayuda propia para mejorar la producción, almacenamiento y distribución de productos agrícolas. Las siguientes medidas de ayuda propia serán ejecutadas para contribuir directamente al progreso del desarrollo de las áreas pobres rurales y capacitar al pobre para que participe activamente en el aumento de la producción agrícola a través de una agricultura para pequeñas fincas.

B. El Gobierno de la República Dominicana acuerda llevar a cabo las siguientes actividades y al hacerlo, suministrar adecuados recursos financieros, técnicos y administrativos para su ejecución:

(1) Fiebre Porcina Africana.

(A) Continuar los esfuerzos en la vigilancia de la Fiebre Porcina Africana. Adiestrar especialistas, según se requiera, en la detección de la enfermedad. Mantener los centros de diagnósticos provistos de los equipos necesarios.

(B) Suministrar fondos para los costos locales asociados con las actividades de repoblación porcina.

(2) Producción Agrícola.

Continuar los esfuerzos para expandir la producción de cosechas alimenticias, con especial énfasis en los programas de ayuda a los pequeños agricultores para mejorar su productividad agrícola. Como parte de este esfuerzo el GORD:

(A) Continuará las actividades y los programas del Banco Agrícola, trabajando conjuntamente con la USAID y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de crédito para pequeños agricultores y asociaciones de agricultores. También se realizarán esfuerzos para aumentar el acceso a los insumos agrícolas incluyendo semillas, fertilizantes, pesticidas, e instrumentos manuales.

(B) Continuará los esfuerzos para reconstruir y mejorar las redes de transporte rural. Deberá hacer especial énfasis en los programas de construcción para expandir los caminos vecinales.

(C) Continuará los esfuerzos para mejorar la administración de las instalaciones de irrigación, incluyendo el adiestramiento de técnicos y administradores apropiados en la administración de recursos hidráulicos.

(D) Continuará la revisión de las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse de que los productores a pequeña escala se beneficien al máximo posible de los programas de apoyo a los precios.

(E) Ejecutará programas para la conservación de suelos.

(3) Adiestramiento.

(A) Expandir y mejorar los programas de adiestramiento y servicios de extensión para pequeños agricultores y asociaciones de agricultores. Deberá hacerse especial énfasis en la adopción de variedades de cosechas alimenticias de alta producción así como de técnicas modernas de cultivo y producción.

(B) Ejecutar programas de adiestramiento para el personal de alto y mediano nivel para la ejecución de programas de conservación de recursos. Las instituciones del Departamento de Agricultura de los Estados Unidos Título XII y/u otras agencias internacionales podrán utilizarse para suministrar asistencia técnica para estas actividades.

(4) Salud y Educación

(A) Mejorar los servicios de salud rudimentarios ofrecidos a la población rural pobre a través de la Secretaría de Estado de Salud. Suministrar apoyo presupuestario para (1) inmunización contra las enfermedades contagiosas predominantes; (2) servicios de planificación familiar; y (3) mejora de la sanidad y vivienda rural.

(B) Continuar el mejoramiento del acceso a las facilidades de educación rural, incluyendo adiestramiento, desarrollo de curriculum y materiales de producción.

(5) Seguridad Alimenticia

Mejorar la supervisión y el estimado de la producción de cosechas respaldando la expansión y la ejecución de percepción remota para el proyecto de muestreo del área agrícola. En respaldo a este proyecto, deberán suministrarse fondos para viajes locales, adiestramiento y gastos de salarios para los técnicos de construcción de marcos muestrales por área, encuestadores, y respaldo de oficina.

(6) Establecer una cuenta especial para los fondos generados del PL-480 dentro del ministerio apropiado para asegurar una contabilidad adecuada y una dispersión eficiente de estos fondos.

PUNTO VI. PROPOSITOS DE DESARROLLO ECONOMICO PARA LOS CUALES SE UTILIZARAN LOS FONDOS PROVENIENTES DE LA VENTA DE LOS PRODUCTOS DEL PAIS IMPORTADOR:

A. Los fondos acumulados por el Gobierno de la República Dominicana mediante la venta de productos financiados bajo este Acuerdo serán utilizados para el financiamiento de las medidas de ayuda propia establecidas en el Acuerdo y para el sector agrícola, en forma diseñada para aumentar el acceso del pobre del país recibidor a un suministro de alimentos adecuado, nutricional y estable.

B. Al usar los fondos para estos propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del pueblo Dominicano y su capacidad de participar en el desarrollo de su país.

PUNTO VII. Este Acuerdo está preparado en inglés y en español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en inglés prevalecerá.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo. Hecho en Santo Domingo, en duplicado, el día 11 del mes de diciembre de 1982.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA

POR: Salvador Jorge Blanco

CARGO: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: John D. Blacken

CARGO: Chargé d'Affaires, a.i.

CARTA DE ENTENDIMIENTO PARA ESTABLECER LOS PROCEDIMIENTOS OPERACIONALES DEL ACUERDO PL-48- PARA EL USO DE LOS RECURSOS GENERADOS POR LA VENTA DE LOS PRODUCTOS IMPORTADOS

Carta de Entendimiento fechada el 11 de diciembre de 1982, entre los Gobiernos de la República Dominicana (País Importador) y de los Estados Unidos de América (País Exportador).

Los propósitos de esta Carta son establecer los entendimientos entre los Países Importador y Exportador con referencia a las relaciones y responsabilidades de las diferentes agencias del País Importador envueltas en la importación y venta de los productos, así como en la programación, utilización y control de los recursos generados bajo el Acuerdo PL-480 suscrito en fecha septiembre 28, 1977, enmendado en esta fecha (Acuerdo) y suscrito junto con esta Carta de Entendimiento.

Los Países Importador y Exportador, por lo tanto, acuerdan lo siguiente:

A. El Instituto Nacional de Estabilización de Precios (INESPRE) depositará, a través de los Bancos Comerciales, todos los recursos provenientes de la venta o disposición de los productos bajo este Acuerdo, en la cuenta especial en pesos establecida en el Banco Central del País Importador al siguiente día laborable de la venta o disposición de los productos, pero, en ningún caso, después de los 60 días posteriores a la llegada de los productos al País Importador por los compradores de los productos específicos financiados bajo este Acuerdo. Cualquier extensión de este período deberá ser aprobada por escrito por el Secretariado Técnico de la Presidencia y la A.I.D.

B. INESPRE informará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito: (1) la fecha de arribo y la disposición de los productos y la fecha de depósito en el Banco Central, a través de los Bancos Comerciales, de los fondos generados de la venta de los productos. Esta información incluirá, pero no estará limitada, a la siguiente documentación: conocimiento de embarque, factura consular y factura del suplidor; (2) cuando lo sea requerido por la Oficina del Agregado Agrícola (USDA/DR) INESPRE completará el formulario especial para embarque, arribo y atestiguará acerca de la condición de los productos especificados en la PL-480.

C. INESPRE suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.), por escrito, los informes trimestrales de cumplimiento, embarque y fecha de arribo requeridos bajo este Acuerdo en original. Las fechas de vencimiento de los informes de cumplimiento antes mencionados son: 1 de febrero, 1 de mayo, 1 de agosto, y 1 de noviembre.

D. CEDOPEX suministrará al Secretariado Técnico de la Presidencia, a la Secretaría de Estado de Finanzas, al Banco Central, a la Embajada de los Estados Unidos, Oficina del Agregado Agrícola (USDA/RD) y a la Agencia para el Desarrollo Internacional (A.I.D.) un informe especial detallando las exportaciones Dominicanas de ciertos productos agrícolas

crudos, semi-procesados y procesados, independientemente del país de destino. Los artículos y productos cubiertos se indican a continuación.

1. Todas las exportaciones dominicanas de maíz en grano, quebrado, en copos, en hojuelas, o molido, harina de maíz, aceite de maíz, sémola, sémola para panaderos, sémola para cerveza, y maíz que formen parte de una ración alimenticia preparada o sin preparar y todas las exportaciones derivadas de maíz.

2. Todas las exportaciones de alimentos para animales preparados o sin preparar que contengan maíz, trigo o arroz. Todos los alimentos para humanos preparados o sin preparar que contengan maíz, trigo o arroz.

3. Todas las exportaciones de aceite vegetal como más apliamente definidas como aceite de soya, aceite de semilla de algodón, aceite de coco y aceite de palma.

CEDOPEX entregará este informe el día quince de cada mez comenzando con el primer día quince a partir de la ejecución de este Acuerdo. El informe cubrirá las exportaciones de los últimos 30 días.

E. Se podrá consultar en la Embajada de los Estados Unidos, con la Oficina del Agregado Agrícola (USDA/RD), sobre problemas que caen dentro de las siguientes áreas.

1. Información sobre productos para ayudar en la confección del programa la cual incluye la calidad, el grado y tipos de granos requeridos.

2. Cambios requeridos en la composición de los artículos.
3. Atrasos en los pagos del PL-480 incluyendo programas anteriores.
4. Problemas de demoras.
5. Preparación y ejecución de autorizaciones de compra.
6. Información de embarque y arribo.
7. Problemas e interrogantes relacionadas con las exportaciones de ciertos productos y/o artículos.

F. El Banco Central informará al Secretariado Tecnico de la Presidencia, a la Secretaría de Estado de Finanzas, y a la A.I.D., de todos los depósitos de recursos provenientes de la venta de los productos y suministrará cualquier información financiera que la A.I.D. pueda razonablemente solicitar, relacionada con dichos recursos.

G. 1. El Secretarindo Técnico de la Presidencia, conjuntamente con la A.I.D. planeará y programará el uso de los recursos generados bajo el Acuerdo. Por lo tanto, para los fines descritos en la Parte II del Punto VI del Acuerdo, se entiende que el Secretariado Técnico de la Presidencia del País Importador planeará y programará el uso de los recursos generados bajo el Acuerdo y los presentará a la consideración y aceptación de la A.I.D. Posteriormente, y previo al desembolso de los recursos de la venta de los productos, el Secretariado Técnico de la Presidencia suministrará para la aceptación de la A.I.D., un plan detallado de cada subproyecto a ser financiado con los recursos generados por el Acuerdo.

2. En adición a ésto, para noviembre 15 de cada año calendario, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. un reporte detallado del progreso que el Gobierno del País Importador está haciendo para llevar a cabo las medidas de auto-ayuda descritas en la Parte II, Punto V del Acuerdo. El Secretariado Técnico también suministrará a la A.I.D. un reporte cuatrimestral del avance del programa, y reportes finales de cada subproyecto, así como cualquier otro reporte que la A.I.D. pueda razonablemente solicitar en este sentido.

H. El Gobierno de la República Dominicana deberá además:

1. Suministrar a la A.I.D. y la USDA/RD la información y reportes relacionados con el Acuerdo, que la A.I.D. pueda razonablemente solicitar.

2. Mantener, o hacer que se mantengan, de conformidad con los principios contables generalmente aceptados y con las prácticas aplicadas consistentemente, libros y registros relacionados a este Acuerdo. Dichos libros y registros serán auditados regularmente, de conformidad con las normas de auditoría generalmente aceptadas y serán mantenidos por tres años después de la fecha de arribo de los productos o después del último desembolso de recursos por el Banco Central, cualquiera de ellos que ocurra más tarde.

3. Asimismo permitir a los representantes autorizados de cualquiera de las partes de esta Carta de Entendimiento, la oportunidad en todo momento razonable, de inspeccionar los lugares de los proyectos financiados con los recursos y todos los libros, registros y otros documentos relacionados con esta Carta de Entendimiento y el Acuerdo.

I. Para asistir al País Importador en la ejecución del Acuerdo, el País Exportador podría, de tiempo en tiempo, emitir cartas operacionales que suministrarán información adicional sobre asuntos indicados en el Acuerdo y esta Carta de Entendimiento. Las partes podrían usar conjuntamente cartas operacionales convenidas previamente para confirmar y registrar su mutuo entendimiento sobre aspectos de ejecución del Acuerdo. Estas cartas operacionales no serán usadas para enmendar el texto del Acuerdo, pero podrían ser usadas para registrar revisiones o aceptaciones que son permitidas por el Acuerdo.

J. A los intervalos que el País Importador o el Exportador consideren apropiados, pero no menos de cada 6 meses, se reunirán para revisar sus logros. Esto incluirá la revisión de la obtencion lograda de las metas y objetivos del programa general y los proyectos de ayuda propia.

K. Esta Carta de Entendimiento forma parte integral del Acuerdo de 1983 PL-480 Título I.

L. Esta Carta de Entendimiento ha sido escrita em ambos idiomas, inglés y español. En caso de ambiguedad o conflicto entre las dos versiones, la versión del idioma inglés prevalecerá. En todo caso, el Acuerdo y la Carta de Entendimiento serán firmados en ambos idiomas.

M. Para todos los propósitos relacionados con esta Carta de Entendimiento, el País Importador estará representado por las personas que desempeñen o actúen en los cargos del Secretariado Técnico de la Presidencia o del Secretario de Estado de Finanzas. El Instituto

Nacional de Estabilización de Precios (INESPRE) será representado por la persona que se desempeñe o actúe en la Oficina del Director de INESPRE; CEDOPEX será representado por la persona que se desempeñe o actúe en la Oficina del Director de CEDOPEX; y el Banco Central será representado por la persona que se desempeñe o actúe como Gobernador del Banco Central. El País Exportador será representado por el individuo que se desempeñe o actúe en la Oficina del Director de la USAID Misión en la República Dominicana. Cada una de las mencionadas autoridades, mediante notificación por escrito, podrá nombrar representantes adicionales para todos los fines relacionados con esta Carta de Entendimiento. La persona que actúe en la Unidad Coordinadora de Recursos PL-480 de la A.I.D., en el Secretariado Técnico de la Presidencia (ONAPLAN) será a la vez Coordinador del Proyecto de la PL-480. El nombramiento por el país importador de esta persona deberá ser aceptable a la A.I.D. Los nombres de los representantes de las instituciones del País Importador arriba mencionadas, con el facsímil de sus firmas, serán suministrados a la A.I.D., quién puede aceptar como debidamente autorizado cualquier documento firmado por dichos representantes en la ejecución del Acuerdo y esta Carta de Entendimiento, hasta que se reciba notificación por escrito de la revocación de su autoridad.

N. El Anexo A, "Medidas de Ayuda Propia", el cual describe las actividades para las cuales se pueden usar los fondos generados del Acuerdo, y el Anexo B el cual describe los procedimientos de desembolso de los fondos generados por las ventas de los productos de la PL-480 Título I, se anexan y forman parte de esta Carta de Entendimiento. Los elementos del Anexo A pueden ser cambiados por los representantes

autorizados del Secretariado Técnico de la Presidencia y la A.I.D. por acuerdo por escrito.

O. Previo al desembolso de cualquiera de los fondos generados bajo el Acuerdo PL-480 Título I para una actividad en particular de ayuda propia, el Secretariado Técnico de la Presidencia suministrará a la A.I.D. con los detalles de los objetivos específicos a usarse para medir hasta que fin se ha llevado a cabo la actividad en particular de ayuda propia.

EN FE DE LO CUAL, los abajo firmantes, cada cual actuando en nombre de su respectiva agencia, suscriben este Acuerdo firmado en cinco (5) originales, en fecha 11 de diciembre de 1982.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA

Ing. Ramón Alburquerque
Secretario Técnico de la Presidencia

Dr. José Rafael Abinader
Secretario de Estado de Finanzas

Lic. Bernardo Vega
Gobernador del Banco Central

Ing. José Michelén
Director Ejecutivo de INESPRE

Lic. Teófilo Miranda
Director, CEDOPEX

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Philip R. Schwab
Director, Misión de la USAID en la República Dominicana

Marvin Lehrer
Agregado Agrícola
USDA/RD

ANEXO A
Pre-Programación Recursos Generados
Bajo el Acuerdo de la PL-480, Año Fiscal 1983

PROYECTO	INSTITUCION	MONTO EN MILES DE RD$	METAS
Proyecto de Vivienda Rural	INVI	1,500.00	Mejorar las viviendas de aproximadamente 3,500 flias.
Proyecto Crediticio Agrícola y Porcino	BACRICOLA	5,000.0	Otorgar crédito a unos 4,600 pequeños y medianos productores de cultivo básicos, así como actividades pecuarias.
Caminos Vecinales	SEOPC	2,000.0	Construcción y reconstrucción de 100 Kms. de caminos vecinales .
Obras Hidráulicas	INDHRI	2,000.0	Beneficiar a 50 grupos campesinos de escasos recursos y rehabilitación de obras de riego existentes que beneficiarán 1,500 familias de diferentes zonas del país.
Rep. e Instalación y Sustitución de Bombas de Riego	IAD	1,000.0	Ampliar el área de riego en 126,244 tareas mediante la adquisición de bombas de regadío, con lo cual serán beneficiadas 2,525 familias. -Dotar de 44 bombas a 36 asentamientos con igual número de casetas.
Producción y Sanidad Vegetal	SEA	3,400.0	Construir tres edificios cuarentena en Puerto Plata, para el control de enfermedades bacterianas de los productos que exporta e importa el país.
Sanidad Rural	SESPAS	1,200.00	Controlar y prevenir enfermedades en el área rural con la cual se beneficiarán unas 3,000 familias de diferentes zonas del país.
Gastos de la Unidad Coordinadora Recursos AID/PL-480, financiamiento de Estudios Básicos	STP	1,000.00	Dar seguimiento a los proyectos que forman parte de la PL-480. - Supervisar el avance de la ejecución real y las erogaciones financieras. - Realizar los informes que estipula el acuerdo.
		17,100.0	
Pago a la Embajada USA (5%)		900.0	
Más: Sub-Total		18,000.00	
INESPRE (resultado proceso de comercialización productos importados bajo el Acuerdo de 1983.)		11,000.00*	Almacenamiento y distribución de alimentos y productos agropecuarios.
TOTAL		29,000.00	

* Estimado, sujeto a rectificación

ANEXO B

Fondo PL-480

Procedimiento para Desembolsos de las Agencias Ejecutivas

1. La Agencia Ejecutora solicitará al Secretario Técnico de la Presidencia, el desembolso del monto trimestral (para el primer trimestre), anexando una relación de los gastos a efectuarse. Para las solicitudes subsiguientes deberá anexar, además, los documentos que justifiquen los gastos anteriores.

2. El Secretario Técnico de la Presidencia, autorizará al Banco Central de la República Dominicana, con el visto bueno de la Agencia para el Desarrollo Internacional (A.I.D.), el desembolso de los fondos a cada proyecto individual. (Ver Anexo B.1.)

3. El Banco Central depositará en la Tesorería Nacional la suma solicitada.

4. El monto desembolsado será contabilizado en una cuenta especial en la Tesorería Nacional, denominada "Fondo Especial PL-480", en el capítulo presupuestario del Secretariado Técnico de la Presidencia.

5. El Secretario Técnico de la Presidencia, solicitará el desembolso de los fondos de la Tesorería Nacional, a la Agencia Ejecutora, conforme los procedimientos establecidos bajo las leyes dominicanas.

6. Los desembolsos se harán mediante cheques expedidos por el Tesorero Nacional a favor de las Agencias Ejecutoras de cada proyecto, y dichos fondos serán depositados en una cuenta bancaria separada de sus otros recursos.

7. Bajo ninguna circunstancia los procedimientos indicados en los Nos. 5 y 6 excederán de 10 días laborables.

ANEXO B.1

Banco Central de la República Dominicana
Santo Domingo, D. N.

Estimados señores:

En cumplimiento de los términos del acuerdo entre los Gobiernos de la República Dominicana y los Estados Unidos de Norteamérica, actuando a través de la Agencia para el Desarrollo Internacional, de fecha_____ _____, por medio de la presente se solicita que la suma de RD$_____ sea entregada de la Cuenta Especial en Pesos establecida en el Banco Central, de acuerdo a los términos de la PL-480, Título I, Acuerdo de _____, 19___, y sea depositada en el Banco de Reservas de la República Dominicana, Cuenta No. _____, titulada "_____".

Para su información y/o acción necesaria, le anexamos un estado financiero que muestra la situación financiera del proyecto, desde su inicio hasta la fecha.

Sírvase informar a esta oficina tan pronto dicha acción haya sido completada.

Su pronta atención a este asunto serán muy apreciada.

Atentamente,

_____
Secretariado Técnico de la Presidencia

Visto Bueno:

_____
Contralor A.I.D.

ANEXO B.2

(Agencia Ejecutora del GORD)

Identificación del Proyecto

Situación Financiera al _____

Gastos Anteriores		RD$
Más: Gastos de este Período		
Partida del Presupuesto	RD$	
_____		
_____		
_____		
_____		
_____	_____	_____
		RD$ _____
Total de Gastos a la Fecha		
Contabilidad del Avance:		
Balance del Avance para el período anterior		RD$
Avance recibido durante este período		_____
Sub-Total		RD$
Menos: Gastos de este período		_____
Balance del Avance		RD$
Avance solicitado para el próximo período		_____
Balance del Avance después de esta solicitud		RD$ _____

ISRAEL

Economic Assistance

Agreement signed at Washington December 16, 1982;
Entered into force December 16, 1982.
And amending agreement
Signed at Washington December 30, 1982;
Entered into force December 30, 1982.

A.I.D. Grant No: 271-K-618

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 16, 1982

Agreement, dated December 16, 1982 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

ARTICLE I

The Grant

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant to Israel under the terms of this Agreement not to exceed One Hundred Ninety Six Million United States Dollars ($196,000,000) (the "Grant").

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent

Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

SECTION 2.2. Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.

SECTION 2.3. Terminal dates for conditions Precedent

If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

ARTICLE III

Disbursement

SECTION 3.1. Disbursement of the Grant

After satisfaction of the conditons precedent, A.I.D. will deposit in a bank designated by Israel the sum of One Hundred Ninety Six Million United States Dollars ($196,000,000).

SECTION 3.2. Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank designated by Israel in accordance with Section 3.1.

ARTICLE IV

Special Covenants

SECTION 4.1. No Use for Military Purpose

It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 4.2. Use Only Within Pre-1967 Boundaries

Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

ARTICLE V

Miscellaneous

SECTION 5.1. Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel: Economic Minister
Embassy of Israel
3514 International Drive, N.W.
Washington, D. C. 20008

To: A.I.D.: Director, Office of Project Development
Bureau for Near East
Agency for International Development
Washington, D. C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

SECTION 5.2. Representatives

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the office of Economic Minister, Embassy of Israel and A.I.D. will be represented by the individual holding or acting in the Office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice or revocation of their authority.

SECTION 5.3. Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both the Parties.

IN WITNESS WHEREOF, Israel and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as the day and year first above written.

GOVERNMENT OF ISRAEL

Dan Halperin
Minister, Economic Affairs

UNITED STATES OF AMERICA

Bradshaw Langhaid, Jr.
Assistant Administrator (Acting)
Bureau for Near East

271-K-618

FIRST AMENDMENT

TO

AGREEMENT OF DECEMBER 16, 1982

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 30, 1982

AMENDMENT, dated the 30th day of December 1982 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 16, 1982 (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel One Hundred Ninety-six Million United States Dollars ($196,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1983 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I "One Hundred Ninety-six Million United States Dollars ($196,000,000)" is deleted and substituted therefor is the provision "Three Hundred Ninety-two Million United States Dollars ($392,000,000)", and

2. The paragraph under Section 3.1 shall be designated "(a)" and below it shall be inserted the following as paragraph "(b)":

> "Thereafter, on December 30, 1982, A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Ninety-six Million United States Dollars ($196,000,000)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL	UNITED STATES OF AMERICA
By: Dan Halperin	By: Charles W. Johnson
Title: Minister, Economic Affairs	Title: Acting Assistant Administrator Bureau for Near East

TURKEY

Economic Assistance

Agreement signed at Ankara December 17, 1982;
Entered into force December 17, 1982.

ASSISTANCE AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the 17th of December, 1982, between the Government of the Republic of Turkey ("Turkey"), and the United States of America acting through the Agency for International Development ("A.I.D."), together referred to as the "parties".

WHEREAS, Turkey has undertaken a vigorous program of economic reforms to stablize its economy, and

WHEREAS, the Government of the United States, acting through A.I.D., is desirous of supporting these efforts:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Grant

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended [1] agrees to grant to Turkey under the terms of this Agreement not to exceed TWO HUNDRED MILLION United States Dollars ($200,000,000) (the "grant") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey.

---

[1] 75 Stat. 424; 22 U.S.C. § 2151.

ARTICLE II

Conditions Precedent to Disbursement

Section 2.1 Disbursement

Prior to disbursement of the grant or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, Turkey will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

Section 2.2 Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Turkey.

Section 2.3 Terminal date for conditions precedent

If all the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by written notice to Turkey.

ARTICLE III

Disbursements

Section 3.1 Deposit of disbursements

After satisfaction of the conditions precedent, at the written request of Turkey, A.I.D. will deposit on or after the 30th day of December 1982, in a bank or banks designated in writing by Turkey, the sum of TWO HUNDRED MILLION Dollars ($200,000,000).

Section 3.2 Date of disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank or banks designated pursuant to Section 3.1.

ARTICLE IV

Special Covenant

Section 4.1

Turkey agrees that the assistance will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE V

Miscellaneous

Section 5.1 Communications

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situation and related problems of Turkey as reasonably may be requested in writing by A.I.D. Any notice, request, documents or other communication submitted by either party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To TURKEY:
Ministry of Finance
Government of the Republic of Turkey
Ankara, Turkey

To A.I.D.:
Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D.C. 20523

All such communications will be in English, unless the parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

Section 5.2 Representatives

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized an instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 5.3 Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the parties.

IN WITNESS WHEREOF, the Republic of Turkey and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA

RICHARD W. BOEHM
Richard Wood Boehm
American Charge d'Affaires, a.i.

FOR THE REPUBLIC OF TURKEY

TEVFIK ALTINOK
Tevfik Altinok
Secretary General of the
Treasury and Organization for
International Economic
Cooperation,
Ministry of Finance

ITALY

Defense: Safeguarding of Classified Information

Agreement amending the agreement of August 4, 1964.
Effected by exchange of letters
Signed at Rome April 15 and September 2, 1982;
Entered into force September 2, 1982.

The American Ambassador to the Italian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Rome,

APR 15 1982

Dear Mr. Minister:

I have the honor to propose to you, on behalf of the Government of the United States, an amendment to the United States-Italy General Security of Information Agreement of August 4, 1964[1](Allegata Sulle Norme Generali Di Sicurezza). The proposed amendment is as follows:

"With regard to classified military information specifically, the following two additional provisions shall apply:

"A. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its central security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

[1] TIAS 5629; 15 UST 1494.

"B. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating country has been lost or disclosed to unauthorized persons. The responsible government agency of the originating country will, without delay, be fully advised of such occurrences and of the final findings and corrective action taken to preclude recurrences."

I am informed that this amendment is agreeable to the Government of Italy. I therefore propose that this letter, and your reply to that effect, shall constitute an agreement between our two governments to the amendment to the General Security of Information Agreement, effective the date of your reply.

I am, Mr. Minister, with greatest respect and highest regard,

Sincerely,

Maxwell M. Rabb

Maxwell M. Rabb
Ambassador

His Excellency
On. Emilio Colombo
Minister of Foreign Affairs
Rome

The Italian Minister of Foreign Affairs to the American Ambassador

Il Ministro degli Affari Esteri

Roma, 2.9.1982

Signor Ambasciatore,

ho l'onore di riferirmi alla Sua del 15 aprile 1982, con la quale Ella ha voluto comunicarmi quanto segue:

"I have the honor to propose to you, on behalf of the Government of the United States, an amendment to the United States-Italy General Security of Information Agreement of August 4, 1964 (Allegato sulle Norme generali di Sicurezza).

The proposed amendment is as follows:

"With regard to classified military information specifically, the following two additional provision shall apply:

"A. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its central security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

Sua Eccellenza
Maxwell Rabb
Ambasciatore degli Stati Uniti d'America

"B. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating country has been lost or disclosed to unauthorized persons. The responsible government agency ot the originating country will, without delay, be fully advised of such occurrences and of the final findings and corrective action taken to preclude recurrences".

I am informed that this amendment is agreeable to the Government of Italy. I therefore propose that this letter, and your reply to that affect, shall constitute an agreement between our two governments to the amendment to the General Security of Information Agreement, effective the date of your reply".

Ho l'onore di informarLa che la proposta dell'emendamento di cui trattasi è stata accolta dal Governo italiano. Pertanto la lettera della S.V. e la presente mia risposta costituiranno un Accordo tra i nostri due Governi relativo all'emendamento all'Accordo tra l'Italia e gli Stati Uniti d'America sulla Sicurezza delle Informazioni, emendamento che entrerà in vigore alla data della presente.

Voglia gradire, Signor Ambasciatore, i sensi della mia più alta considerazione.

TRANSLATION

The Minister of Foreign Affairs
of the Republic of Italy

September 2, 1982

Dear Mr. Ambassador:

I have the honor to refer to your letter of April 15, 1982 with the following content:

[For the text of the U.S. letter, see pp. 4720-4721.]

I have the honor to inform you that the proposed amendment has been accepted by the Government of Italy. Therefore, your letter and this my reply will constitute an agreement between our two governments on the amendment to the General Security of Information Agreement, which amendment shall become effective on the date of this letter.

Accept, Mr. Ambassador, the assurances of my very high consideration.

E. Colombo

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